

**2019
STRIPING
PROGRAM**

Project No. R-1901-STRIPES

BID DOCUMENT



*CITY OF GRANDVIEW
Public Works Department
1200 Main Street
Grandview, MO 64030*

2019 STRIPING PROGRAM

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ADVERTISEMENT FOR BIDS

FOR REVIEW ONLY

ADVERTISEMENT FOR BIDS
2019 Striping Program

The City Clerk, or designated representative, of the City of Grandview, Missouri, will receive sealed bids for the **2019 Striping Program** until 2:00 PM on the 8th day of August, at the Municipal Services Building, 1200 Main Street, Grandview, Missouri 64030, at which time all bids received will be publicly opened and read aloud.

The contract provides for approximately 227,681 LF of 4" painted markings and various painted symbols and other markings.

Contract Documents may be obtained after 8:00 A.M. on July 25, 2019, at no charge from the Department of Public Works at Grandview City Hall, 1200 Main Street, Grandview, Mo. 64030.

This advertisement is for qualified contractors, experienced in the construction of public improvements. The successful bidder may be required to provide proof of either ownership or lease of equipment that will be utilized to construct this project.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Missouri Public Law 294, Sec. 290.210 through 290.340, R.S. Mo. 1969, as amended. The project is subject to the requirements of RSMo Sec. 292.675 concerning worker safety. Pursuant to RSMo Sec 285.530 bidders are required to submit, or have on file with the City of Grandview, the Worker Eligibility Verification affidavit within the contract documents. The City of Grandview reserves the right to reject any and all bids.

PROJECT DATA SHEET

FOR REVIEW ONLY

PROJECT DATA SHEET

Project Name: 2019 Striping Program

Project Number: R-1901-Stripes

Location: The project involves the construction of machine painted striping, at various locations throughout the City. See Schedule "A" for specific locations.

Description: The contract provides for approximately 227,681 LF of 4" painted markings and various painted symbols and other markings.

FOR REVIEW ONLY

INSTRUCTIONS TO BIDDERS

FOR REVIEW ONLY

INSTRUCTIONS TO BIDDERS

Submittal of a bid

1. Bids may be submitted by a paper copy of the bid documents being hand delivered to the City Clerk, or designated representative, of the City of Grandview at 1200 Main St Grandview, Mo prior to the bid acceptance deadline. Bids received after the acceptance deadline will be considered non-responsive and returned unopened to the bidder.

2. Each bid shall be submitted enclosed in a sealed envelope, addressed to the City Clerk, City Hall, 1200 Main Street, Grandview, Missouri 64030, identified on the outside with the words, "**PROPOSAL FOR** " followed by the **PROJECT NAME (as shown on the project data sheet)**, followed by the words "**GRANDVIEW, MISSOURI**", and shall identify the bidder. Bids shall be delivered to the City Clerk on or before the time and date specified in the Advertisement for Bids, at which time they will be publicly opened and read aloud.

3. Each bidder submitting a paper bid shall sign the bid documents, giving his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature of one of the members of the partnership or by an authorized representative and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. Bids by corporations shall include the corporate seal. If the corporation is not required by the laws of the state in which it is incorporated to have a seal, the bidder shall indicate such in the space provided for the seal. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.

4. Each bid submitted shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Bid Documents. No alterations in proposals, or in the printed forms thereof, by erasures, interpolations, or otherwise will be acceptable. A bidder may alter or correct a unit price, lump sum bid or extension entered on the paper bid form by crossing out the figure with ink and entering a new unit price, lump sum bid or extension above or below in ink, with the bidder's initials. The City may require the bidder to identify any alteration so initialed.

5. Each bidder shall carefully examine the Specifications, and other Bid Documents, shall visit the project site(s) and fully inform itself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusions from such examination. Each bidder shall inform himself concerning all Federal, State and local laws, ordinances or regulations which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment. Should bidder find discrepancies in, or omissions from, Specification or other Bid Documents, he should at once notify the Director of Public Works to obtain clarification or interpretation prior to submitting any bid. Any interpretation of the proposed Bid Documents will be made only by addendum duly issued by the Director of Public Works, or designated representative. The City will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

6. No bidder may submit more than one proposal. If more than one bid is received from an individual, firm or corporation under the same or different name, or from different firms or corporations having common ownership, control, or "Principals" both bids will be disqualified and rejected.

7. The Contract Agreement, Performance Bond, Surety Authorization, and Surety Information pages are included in the bid documents are sample copies and are included solely to provide potential bidders with information concerning the additional documents required should the bidder be awarded the contract to construct this project. These documents are not to be completed or executed as part of the bid.

Bid Guaranty

8. No bid will be considered unless accompanied (as defined by the following paragraphs) by a bid guaranty payable to the City of Grandview, MO in the form of a certified check or cashier's check on any bank or trust company insured by the Federal Deposit Insurance Corporation, or by a bid bond secured by an approved surety or sureties for no less than five percent of the amount of the bid. The amount of the said bid guaranty may be retained by and forfeited to the City of Grandview as liquidated damages if the bid covered thereby is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract in the form prescribed, with legally responsible sureties. Bid bonds shall be complete and correct at the time of submittal or the bid may be considered non-responsive. The bid bond power of attorney shall be an original document, not a facsimile. Bids accompanied by bid guaranties that are not in accordance with this section or accompanied by bid bonds that are not issued by an approved surety will be rejected.

9. Bidders submitting paper bids must include the paper bid guaranty meeting the requirements of paragraph 8 in the sealed envelope containing other bid documents that is delivered to the City Clerk, or designated representative. Do NOT submit the guaranty in an envelope separate from the bid documents.

10. A bid guaranty will be returned in accordance with Section 103.3 of the City of Grandview General Conditions.

Addendums

11. Any interpretation, correction, or supplemental information of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents. The bidder must acknowledge all addendums within paragraph 10 of the portion of the bid documents entitled Proposal. When so stated on the addendum, any and all addenda to the bid Documents on which a proposal is based, shall be properly signed by the bidder, and accompany the bid documents when submitted.

Compliance with Laws, Ordinances, and Rules and Regulations

12. Attention of bidders is particularly called to the requirement of Section 285.530 RSMo. Each bidder **shall submit** with its bid a **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT** and the cover page and signature page of the Memorandum of Understanding documentation with the Department of Homeland Security confirming participation in E-Verify for the bidder and for any known subcontractors. It is the bidder's responsibility to insure that any potential subcontractors used in the preparation of its bid shall meet the requirements of Section 285.530 RSMo. and are able to submit the affidavit and documentation if chosen by the bidder as a subcontractor.

13. Attention of bidders is particularly called to the Missouri Human Rights Act and its requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The Contractor and all subcontractors will be required to comply with required State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, Prevailing Wage Rates, and Affirmative Action requirements.

14. Attention of bidders is particularly called to the requirements of Section 292.675 RSMo, which requires all contractors and subcontractors doing work on the project to provide, and require its on-site employees to complete or hold documentation of prior completion of, a ten (10) hour course in construction safety and health approved by OSHA or a similar program approve by the Missouri of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

15. Attention of bidders is particularly called to the requirements of Section 290.230 RSMo (known as the Missouri Prevailing Wage Law), which requires all contractors and subcontractors doing work on the project to pay prevailing hourly wages for each craft or type of work as determined by the Missouri Department of Labor and Industrial Relations. A copy of current Annual Wage Order for Jackson County is included in the bid documents.

16. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Withddraw of Bids

17. A bidder may withdraw his bid at any time prior to the date and time set for bid opening. A request to withdraw a bid by the bidder must be in writing and received by the City Clerk prior to bid opening.

18. Any bid not withdrawn prior to the date and time set for the opening shall not be permitted to be withdrawn for a period of forty-five (45) days after the date and time set for the opening.

Post Bid Opening

19. Prior to the award of bid, the City may request the bidder to furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the Specifications herein, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The statement shall also include a financial statement showing funds available for the immediate execution of the work as well as a statement of plant and equipment which he proposes to use and which is immediately available for execution of the work. Lists of plant and equipment shall be submitted in accordance with the following form:

MINIMUM PLANT TO BE USED ON THE WORK

<u>Name</u>	<u>Type</u>	<u>Capacity</u>
<u>Condition</u>		

(Bidder shall attach to his bid page(s) of plant and equipment lists.)

20. The successful bidder shall, at the time of the execution of the contract, furnish a contract bond in a sum equal to the contract price. The bond shall be to the City of Grandview, on a form provided by the City and with surety or sureties acceptable to the

City. The bond, if executed by a surety that is a corporation organized in a state other than Missouri, shall be signed by an agent or broker licensed by the Missouri Department of Insurance. All bids shall be submitted on the basis of furnishing a contract bond executed by an approved surety or sureties, as herein set out. The surety's liability under the contract bond and contract shall not be limited to the penal sum as set forth in the contract bond. The surety shall be liable and responsible to the City for the contractor's entire performance and of all obligations arising under or from the contract, which shall include, but is not limited to any change orders issued under the contract that increase the cost of the contract.

(a) Except on projects where the federal government is participating in the cost of construction, the bond shall be a Performance, Payment, and Maintenance Bond. The bond will ensure the proper and prompt completion of the work in accordance with the provisions of the contract, the contractor's compliance with all of the terms and conditions of the contract, all obligations on the contractor's part to be performed and payment of all obligations to the City by the contractor, including any indebtedness, liquidated or unliquidated, for any reason relating to or arising from the contract, and to ensure payment for all labor performed and material consumed or used in the work. The bond shall remain in effect for a period of two years past the date of acceptance of the project by the City of Grandview Board of Aldermen, ensuring the contractor replaces all defective parts, materials and workmanship constructed as part of the contract.

(b) On projects where the federal government is participating in the cost of construction, the bond shall be a Performance/ Payment Bond. The bond will ensure the proper and prompt completion of the work in accordance with the provisions of the contract, the contractor's compliance with all of the terms and conditions of the contract, all obligations on the contractor's part to be performed and payment of all obligations to the City by the contractor, including any indebtedness, liquidated or unliquidated, for any reason relating to or arising from the contract, and to ensure payment for all labor performed and material consumed or used in the work.

21. The City reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid submitted. Bids received after the specified time of closing will be returned unopened.

*WORKER ELIGIBILITY VERIFICATION
AFFIDAVIT*

FOR REVIEW ONLY

WORKER ELIGIBILITY REQUIREMENTS

FOR REVIEW ONLY

Section 285.530 RSMo Requirements

In accordance with the requirement of Section 285.530 RSMo., the bidder shall submit with its bid or have submitted within one year prior to the date of the bid opening a completed, signed, and notarized City of Grandview **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT** and the cover (first) and signature (last) pages of the Memorandum of Understanding documentation with the Department of Homeland Security confirming participation in E-Verify for the bidder and for any known subcontractors. It is the bidder's responsibility to insure that any potential subcontractors used in the preparation of its bid shall meet the requirements of Section 285.530 RSMo. and are able to submit the affidavit and documentation if chosen as a subcontractor.

The Affidavit on the following page may be removed and copied. Either the completed, signed, and notarized Affidavit or this page, if the bidder fulfills the requirements listed below, must be completed and submitted with the bid documents. Neither the Affidavit nor this page are required to be bound within the documents.

In accordance with Sec 285.530.2, if the bidder has submitted to the City of Grandview a completed City of Grandview Worker Eligibility Verification Affidavit within the one year of this bid opening date, a new Affidavit is not required.

IF the bidder meets the above requirement AND does NOT submit a new Affidavit with this bid then the following information must be provided.

Company, Partnership, LLC name: _____

Date previous Affidavit was submitted: _____
(must not be more than 365 days prior to this project's bid opening date)

City of Grandview Project name: _____
for which a bid and previous Affidavit were submitted.

PROPOSAL

FOR REVIEW ONLY

CITY OF GRANDVIEW
2019 STRIPING PROGRAM

PROPOSAL

1. The undersigned Bidder declares that he has read the Specifications and other Contract Documents, has examined the site of the work and has determined for himself the conditions affecting the work, and he proposes and agrees if this Proposal is accepted, to provide at his own expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances ready for its intended purpose, the entire work and all parts thereof described as included under the Contract herein bid upon, in the manner and items prescribed, including all work incidental thereto, according to the Specifications and such instructions as the Director of Public Works may give.

2. The undersigned bidder, in compliance with the advertisement for bids, hereby proposes to do the work called for in said Specifications and other contract documents at the following prices:

Item No.	Description	Plan Quantity	X	Unit Price	=	Total
1	4" White Stripe - Paint	85,717	LF	\$	=	\$
2	4" Yellow Stripe - Paint	141,964	LF	\$	=	\$
3	24" White Stripe - Paint	52	LF	\$	=	\$
4	Turn Arrow - Paint	137	EA	\$	=	\$
5	Combo Arrow - Paint	7	EA	\$	=	\$
6	Merge Left Arrow - Paint	3	EA	\$	=	\$
				TOTAL BID	=	\$

All prospective bidders are required to submit unit prices and their extensions on all items included in the Proposal. In the event of an omitted extension or mistake in the extension total, the designated unit price amount shall govern to determine the corrected extension amount.

SUBMIT PROPOSAL WITHIN BOUND BID DOCUMENTS

3. The Undersigned Bidder understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.
4. The Undersigned agrees, upon written notice of the acceptance of this bid within forty five days after opening the bids, that he will execute the contract in accordance with the bids as accepted and give Performance and Maintenance Bond on the forms included herein within five (5) days after the prescribed forms are presented for signature.
5. Pursuant to RSMo Sec. 285.530, and as a condition of the award of a contract, all prospective bidders shall submit with their proposal 1) a sworn affidavit in the attached form that the bidder and all known subcontractors participate in E-Verify or other federal work authorization program as defined in RSMo Sec. 285.525(6) with respect to employees that will be working in connection with the contracted services and that the bidder and subcontractors will not knowingly employ any person who is an unauthorized alien in connection with the contracted services; and 2) documentation to establish that bidder and known subcontractors participate in E-Verify or other federal work authorization program as defined in RSMo Sec. 285.525(6). The affidavit requirement is met for any contractor or subcontractor that has submitted a suitable affidavit to the City of Grandview within the last calendar year. If awarded the contract, bidder will be required to provide the required affidavit and documentation with respect to all subcontractors not identified in the submitted proposal.
6. Bidders are informed that the project is subject to the requirements of RSMo Sec. 292.675, which requires all contractors and subcontractors doing work on the project to provide, and require its on-site employees to complete or hold documentation of prior completion of, a ten (10) hour course in construction safety and health approved by OSHA or a similar program approved by the Missouri of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
7. As an evidence of good faith in submitting this Proposal, the undersigned encloses either a cashier's check, a certified check drawn on an acceptable bank, or an acceptable Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid which, in case he refuses or fails to accept an award and enter into a Contract and file the required bonds within the prescribed time, shall be forfeited to the City of Grandview, Missouri, as liquidated damages.
8. The Undersigned further agrees that if awarded the contract, he will commence the work in accordance with Section B of the Job Special Conditions and when the above described time restrictions are not conformed to, the contractor shall pay liquidated damages as specified in Section B of the Job Special Conditions.
9. The Undersigned hereby declares that the only parties interested in this Proposal are named herein, that the Proposal is made without collusion with any other person, firm or

SUBMIT PROPOSAL WITHIN BOUND BID DOCUMENTS

(1/10)

corporation, that no member of the City Board of Aldermen, officer or agent of the City of Grandview, Missouri, is directly or indirectly financially interested in this bid.

10. Addendum Numbers _____ were received and considered in the preparation of this Proposal.

The undersigned states that this Proposal is made in the character or capacity checked in the box, that he is the agent of, and is duly authorized to sign for:

(Legal Name of Firm)

(Fictitious Name of Firm, if applicable)

That the Proposal is signed with the full understanding of the plans, provisions, specifications, and the foregoing terms of the Proposal.

CHECK ONLY ONE

<input type="checkbox"/>	Missouri Individual	<input type="checkbox"/>	Foreign Individual
<input type="checkbox"/>	Missouri Partnership	<input type="checkbox"/>	Foreign Partnership
<input type="checkbox"/>	Missouri Limited Liability Corporation	<input type="checkbox"/>	Foreign Limited Liability Corporation Licensed in Missouri, incorporated in the state of
<input type="checkbox"/>	Missouri Corporation	<input type="checkbox"/>	Foreign Corporation Licensed in Missouri, incorporated in the state of

	CHECK IF APPLICABLE
<input type="checkbox"/>	Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State.

Dated this _____ Day of _____, 2019.

SUBMIT PROPOSAL WITHIN BOUND BID DOCUMENTS

Business Address _____

Phone No. () _____

Fax No. () _____

Tax I.D. No. _____

SIGNATURE OF BIDDER:

By: signature _____, print or type name below signature line

Title or Capacity: _____ (SEAL)

Name, Title, and Address of all Partners/Principals (continue on separate sheet if necessary)

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

SAMPLE PAGES

The Contract Agreement, Performance Bond, Surety Authorization, and Surety Information pages are included in the bid documents as sample copies and are included solely to provide potential bidders with information concerning the additional documents required should the bidder be awarded the contract to construct this project. These documents are not to be completed or executed as part of the bid.

CONTRACT AGREEMENT

This agreement, made and entered into this _____ day of _____, 2019, by and between the City of Grandview, Missouri, Party of the First Part, hereinafter referred to as the "City", and _____ Party of the Second Part, hereinafter referred to as the "Contractor" for the construction of the 2019 Striping Program, Grandview, Missouri.

WITNESSETH:

ARTICLE 1.

It is hereby mutually agreed that for and in consideration of the payment of _____ as provided for herein to the Contractor by the City, that said Contractor shall furnish all bonds, insurance, compliance submittals, services, supervision, labor, equipment, and material and shall perform all work necessary to complete the project in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the Office of the City Clerk, Grandview, Missouri.

ARTICLE 2.

It is hereby further agreed that all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications of the original contract or by reason of "extra work" authorized under this contract by the City after said completion and acceptance shall be paid to the Contractor by the City at stated intervals, and in the amount certified by the Director of Public Works, in accordance with the provisions of this contract. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of RSMo Sec. 292.675 relating to OSHA training has occurred and that a penalty as described in Article 8 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Contract.

ARTICLE 3.

It is hereby further agreed that:

- a. The Contractor shall insure that not less than the prevailing hourly rate of wages specified shall be paid to all workers performing under the contract, and
- b. The Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under this contract by the contractor or by any subcontractor under them, and

- c. Before payments are made, an affidavit must be filed by the contractor that he has fully complied with the Prevailing Wage Law and that no payment can be made unless and until this affidavit is filed in proper form and order.

ARTICLE 4.

It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" including Advertisement for Bids in its entirety, Contractor's response dated the _____ day of _____, 2019, and that said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and that this contract is limited to the items in this agreement as signed by the "Contractor" and included in the "Contract Documents".

ARTICLE 5.

The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Contract in accordance with the provisions of this Contract.

ARTICLE 6.

It is hereby further agreed that the contractor will secure and maintain such insurance as will protect the contractor from claims under Worker's Compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of contractor's employees and from claims for damages because of injury to or destruction of the tangible property including loss of use.

ARTICLE 7.

Contractor acknowledges that RSMo Sec. 285.530 prohibits any business entity or employer (including subcontractors) from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of RSMo Sec. 285.530 and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States. It is hereby further agreed that with respect to all subcontractors not identified in Contractor's proposal, the Contractor will provide 1) a sworn affidavit from each subcontractor that the subcontractor participates in E-Verify or other federal work authorization program as defined in RSMo Sec. 285.525(6) with respect to employees that will be working in connection with the contracted services and that the subcontractor will not knowingly employ any person

who is an unauthorized alien in connection with the contracted services, and 2) documentation from each subcontractor to establish that the subcontractor participates in E-Verify or other federal work authorization program as defined in RSMo Sec. 285.525(6). Failure to comply with the requirements of this Article shall be grounds for cancellation of this Agreement.

ARTICLE 8.

It is hereby further agreed that:

- a. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its on-site employees, unless such employees have previously completed the required program, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of the contract start date, unless such employees have previously completed the required program. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of successful completion of a construction safety program shall be required to produce such documentation within twenty (20) day, or will be subject to removal from the project site.
- b. Pursuant to RSMo Sec. 292.675, Contractor shall forfeit to City as a penalty \$2,500.00 plus \$100.00 for each calendar day or portion thereof for each on-site employee found to be without the construction safety training required by state law and subsection a. of this Article 8. The penalty shall not begin to accrue until the time periods described in subsection a. above have elapsed.

ARTICLE 9.

It is hereby further agreed that the City reserves the right to terminate this contract for any reason upon at least fifteen days written notice to the Contractor, and that the City may terminate this contract without prejudice to any other remedy it may have, for the contractor's breach hereof upon at least seven days written notice.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this agreement to be duly executed in the day and year first herein written, in four (4) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR
(Party of the Second Part)

CITY
(Party of the First Part)

By _____

By _____

(Office or Position of Signer)

(Office or Position of Signer)

SEAL

SEAL

ATTEST:

ATTEST:

SECRETARY

CITY CLERK, GRANDVIEW, MISSOURI

The Contracts are in due form according to law, and are hereby approved.

(Attorney for Owner)

PERFORMANCE/PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, hereinafter referred to as "Contractor", and _____, a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto the City of Grandview, Missouri hereinafter referred to as "Owner" in the penal sum of _____ (\$ _____)

lawful money of the United States of America for the payment of which sum, will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 2019, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and plans therefor; a copy of said contract being attached hereto and made a part hereof:

NOW THEREFORE, if said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said contract, and the Special Conditions, Specifications, Prevailing Wage Law and other Contract Documents thereto attached of, by reference, made a part thereof, according to the true intent and meaning in each case, then this Obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provider, gasoline, lubricating oils, fuel oils, greases, coal repairs, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation liability, and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this Obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time alteration, or addition to the terms of the contract, or to the work, or to the specifications.

PROVIDED FURTHER, that if said Contractor fails to pay the prevailing hourly rate of wages, as shown in the attached schedule, to any workman engaged in the construction of the improvements as designated, defined and described in the said contract, specifications and conditions thereof, the Surety will pay the deficiency and any penalty provided for by law which the contractor incurs by reason of (his, its) act or omission, in any amount not exceeding the amount of this obligation together with interest as provided by law.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at on this the _____ day of _____, 2019.

SURETY COMPANY (NAME)

CONTRACTOR (NAME)

By _____ (SEAL)

By _____ (SEAL)

By _____ (SEAL)

Title/Position _____

(Attorney-in-Fact)

By _____ (SEAL)

(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company to include the date of the bond.)

AUTHORIZATION TO INSERT DATE OF CONTRACT IN BOND

City of Grandview, Missouri
Municipal Services Building
1200 Main Street
Grandview, Missouri 64030

Re: Performance, Payment, and Maintenance Bond

Attention: Director of Public Works

The undersigned is an authorized representative of _____
_____, Surety for
_____, Contractor, for and during the entire
period of construction work on the _____ Project for
the City of Grandview, Missouri.

Authorization is hereby given by the Surety to the City of Grandview, Missouri, to insert the date of the execution of the Contract on both the Bonds and Powers of Attorney.

Surety

(SEAL)

Authorized Representative

Date: _____

SURETY COMPANY INFORMATION

COMPANY NAME: _____

BUSINESS
MAILING ADDRESS: _____

CONTACT PERSON: _____

POSITION/TITLE: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT THAN LISTED ABOVE):

COMPANY'S BEST OR STANDARD & POOR'S RATING: _____

FOR REVIEW ONLY

PREVAILING HOURLY WAGE RATES

FOR REVIEW ONLY

PREVAILING HOURLY WAGE RATES

This proposal and contract shall be based upon the required payments by the Contractor of not less than the prevailing hourly rate of wages for each craft or type of workman required to fulfill the Contract as determined by the Department of Labor and Industrial Relations of Missouri. See said Schedule of Prevailing Hourly Wage Rates bound herein and made a part hereof.

The prevailing hourly rate of wages for legal holidays and overtime work shall be at the rates listed and described for such work in the attached schedule of prevailing wage rates.

The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed by him together with the actual wages paid to each workman, which shall be open to inspection at all reasonable hours by a representative of the Owner. The payroll records required to be kept shall be open to inspection by any authorized representative of the contracting public body or of the Department of Labor and Industrial Relations at any reasonable time and as often as necessary and such records shall not be destroyed or removed from the state for a period of one year following completion of the public work in connection with which the records are made. (RSMo. 290.290)

The contractor and all subcontractors shall submit certified copies of their payrolls to the City within 10 days following the completion each payroll period.

Each contractor and subcontractor shall file with the City upon completion of the public work and prior to final payment a copy of an affidavit stating that it has complied with the provisions and requirements of RSMo. 290.210 to 290.340. The affidavit is available on the web page operated by the Missouri Department of Labor and Industrial Relations. Final payment shall not be made until such affidavit(s) are filed in proper form and order. (RSMo. 290.290.2)

All prevailing hourly wage rates shall be kept posted in a prominent and easily accessible place at the project site. Such notice shall remain posted during the full time that any workman shall be employed on the project. (RSMo. 290.265).

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		
Rofer		\$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.

JOB SPECIAL PROVISIONS

FOR REVIEW ONLY

JOB SPECIAL PROVISIONS

2018 STRIPING PROGRAM

- A. SCOPE OF WORK: The contract provides for approximately 227,681 LF of 4" painted markings and various painted symbols and other markings.
- B. CONTRACT TIME & LIQUIDATED DAMAGES: The contract is a working day contract. The amount of working days and estimated Notice to Proceed of the project shall be as indicated below:

The project shall involve the marking with paint of those streets listed in Schedule "A" as 2019 STRIPES – PAINT. These streets shall be completed within twenty (20) working days of the Notice to Proceed Date. Liquidated Damages shall be at the rate of Fifty Dollars (\$50.00) per working day that the work is not complete. The Notice to Proceed will indicate the official start date and will be issued for **SEPTEMBER 3, 2019** or within ten days of the execution of the contract by the City whichever is later.

Contractor and City agree that damages suffered in the event of Contractor's failure to timely complete the Project are incapable or very difficult of accurate estimation and that the amount so fixed herein as liquidated damages is a reasonable forecast of just compensation for the harm that will be caused to the City of Grandview and the public. Contractor and City agree that the date of beginning and the time for completion of the Project are essential conditions of the Contract. Upon the failure by Contractor to achieve completion of the Project within the time(s) provided in the Contract documents, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum(s) as indicated above per working day of delay until such time as the work is completed. Contractor acknowledges that the City shall not be required to show actual harm in order to assess liquidated damages.

- C. WORK RESTRICTIONS: The Contractor is encouraged to utilize off peak hours of traffic. The Contractor shall notify the City Engineer between 8:00 A.M. and 5:00 P.M., to allow the City to schedule inspection.
- D. MEASUREMENT AND PAYMENT:
It is the intent of the proposal that the total bid, as submitted, shall cover all the work shown on the contract drawings and required by the specifications and other contract documents. All work not specifically set forth in the proposal as a pay item shall be considered as subsidiary obligation of the Contractor and all costs in connection therewith shall be included in prices named in the bid.

Measurements and payments for items listed in the proposal will be made as follows:

All markings shall be measured and paid for as follows (see the enclosed drawings):

1. 4" WHITE STRIPE - PAINT: The 4" WHITE STRIPE – PAINT item shall include all 4" wide white stripes, including solid and broken markings. Solid lines shall be measured to the nearest one (1) foot, shall be along the center of the marking. Broken lines shall be 4" wide, and 10 foot long markings with a 30 foot long space, or 6 foot long markings with 18 foot spaces, to match existing markings. Broken markings shall be measured to the nearest one (1) foot, shall be made along the center of the marking only and shall not include the thirty (30) foot or eighteen (18) foot unmarked space between broken line segments. Intersection lane alignment markings shall be comprised of a 2 foot marking with 2 foot space.
 2. 4" YELLOW STRIPE - PAINT: The 4" YELLOW STRIPE – PAINT item shall include all 4" wide yellow stripes, including solid, double, and broken markings. Solid lines shall be measured to the nearest one (1) foot, shall be along the center of the marking. Broken lines shall be 4" wide, and 10 foot long markings with a 30 foot long space, or 6 foot long markings with 18 foot spaces, to match existing markings. Broken markings shall be measured to the nearest one (1) foot, shall be made along the center of the marking only and shall not include the thirty (30) foot or eighteen (18) foot unmarked space between broken line segments. Double lines shall be composed of a 4" wide solid yellow line, a 4" wide unmarked space, and a 4" wide solid yellow line. Measurement shall be made along the centerline of each of the two (2) segments. The length of a double yellow line shall be the sum of the measured length of each of the markings.
 3. 24" WHITE STRIPE - PAINT: The 24" WHITE STRIPE – PAINT item shall include the two (2) 24" wide white stop bars associated with 13500 Byars Rd and the amphitheater across from 13500 Byars Rd. The solid lines shall be measured to the nearest one (1) foot, shall be along the center of the marking.
 4. TURN ARROW – PAINT: TURN ARROW – PAINT item includes Left Turn and Right Turn Arrows and will be paid for each.
 5. COMBO ARROW – PAINT: COMBO ARROW – PAINT item includes a combination of a Left Turn Arrow or Right Turn Arrow and the straight thru arrow, and will be paid for each.
 6. MERGE LEFT ARROW – PAINT: MERGE LEFT ARROW – PAINT item includes the Merge Left Arrows, and will be paid for each.
- E. TRAFFIC CONTROL: The contractor shall provide traffic control sufficient to protect the public, the contractor's employees, and the work. All traffic control operations shall conform to the Manual on Uniform Traffic Control Devices. No direct payment shall be made for traffic control.

F. PAVEMENT MARKINGS: All markings unless otherwise specified shall be in accordance with the APWA Section 2306:

APWA Section 2306.7 G is hereby modified by the addition of the following:

5. Paint Application Equipment - The equipment to apply paint to pavements shall be a truck mounted pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall be capable of applying 4" to 6" wide stripes at the paint coverage rate of 105 square feet per gallon plus or minus 5 square feet per gallon of paint while the machine is traveling 10 miles per hour. The machine shall have a paint storage tank with a minimum capacity of 250 gallons. The machine shall have the ability to dispense reflective media automatically and simultaneously with the paint application. The reflective media dispenser shall be capable of adjustment and be designed to provide uniform flow of the reflective media over the full length and width of the stripes at the operating speeds of the paint applicator.

G. STREETS TO BE STRIPED: 2019 STRIPING PROGRAM
See Schedule "A"

H. TEMPORARY STRIPES: The contractor shall remove all temporary tape and or markers placed by separate contractor with the 2019 Striping Program, in accordance with APWA Section 2306.9. No direct payment will be made for this item.

I. DRAWINGS: In accordance with City of Grandview General Conditions, Documents and Drawings, APWA approved standard drawings and details, and the following drawings not bound herein are considered part of the Contract Documents.

Title: 2019 Striping Program

Project No.: R-1901-Stripes

<u>Sheet</u>	<u>Number</u>
Cover	01
Location Map 1 of 2	02
Location Map 2 of 2	03
Blue Ridge Blvd Layout	04
Main Street Layout	05
13500 Byars Rd	06
Un-named Street	07
Merge Left Symbol	08
Stripe Measurement	09

The following standard drawings not bound in the project drawings shall be considered as part of the project drawings.

None

APWA standard drawings may be downloaded in .pdf format from <http://kcmetro.apwa.net>

- J. INCIDENTAL ITEMS: All other items necessary to complete the project, in accordance with these specifications or the project drawings, but not listed as items in the proposal shall be considered as incidental and will not be paid for separately.

FOR REVIEW ONLY

SCHEDULE "A"
STREETS TO RECEIVE STRIPES

FOR REVIEW ONLY

SCHEDULE "A" - 2019 STRIPING PROGRAM

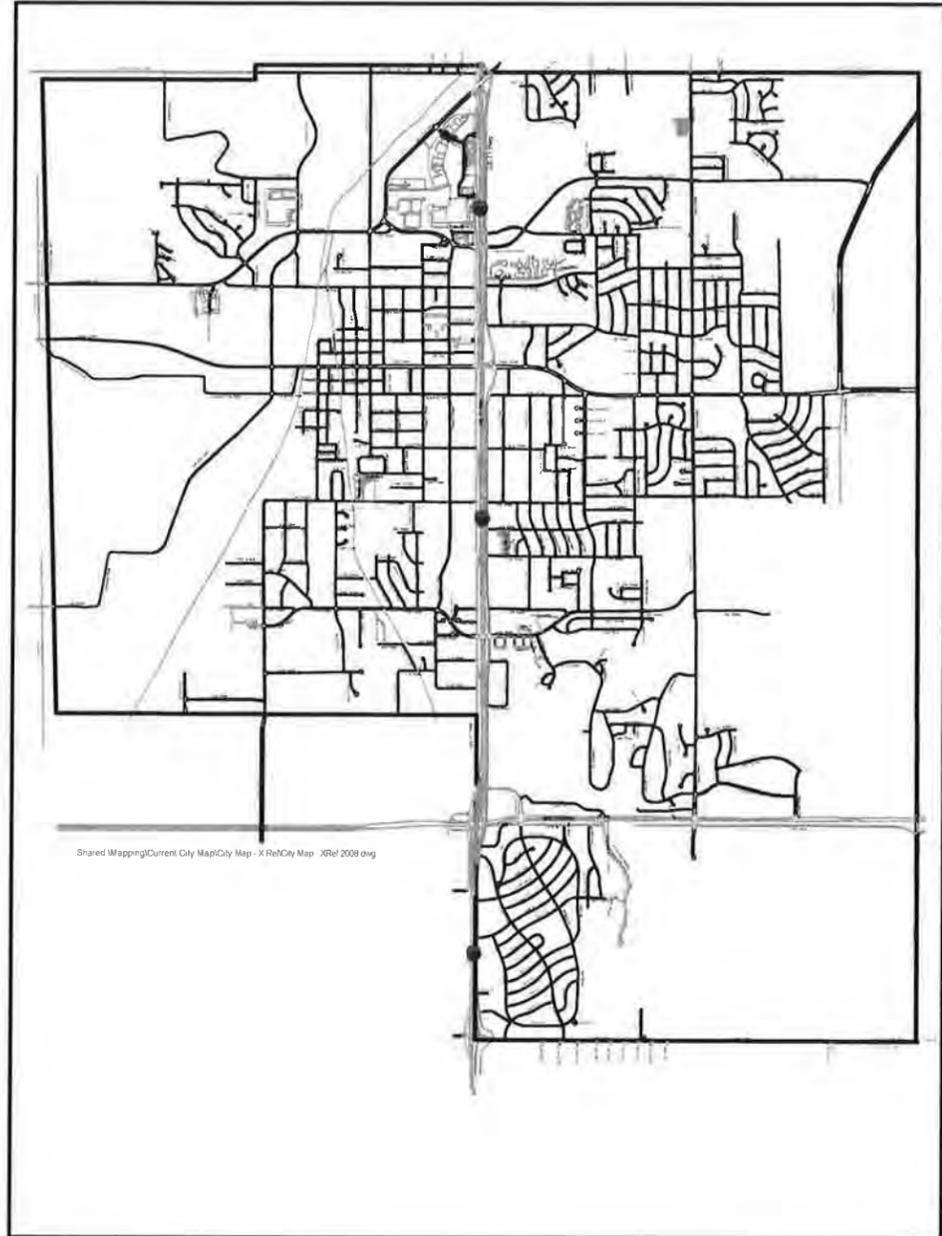
STRIPES MASTER			WHITE			YELLOW			
			4" EDGE	4" BROKEN	4" CHANNEL	DOUBLE	SOLID & BROKEN	4" BROKEN	4" SOLID
2nd Street	Main Street	Duck Road						474	
2nd Street	Duck Road	Third Street						258	
3rd Street	Blue Ridge Blvd	Second Street						102	
5th Street	Main Street	135th Street		540	263	1078			
15th Street	50' N of 125th Street	Harry Truman Dr				398			
15th Street	Harry Truman Dr	Duck Rd				644		150	
15th Street	135th Street	139th Street						680	
129th Street	East Frontage Rd	White Ave				740			
135th Street	Botts Road	West Frontage Road	8684					1240	
139th Street	140th Street	11th Street		930		5004			
139th Street	11th Street	15th Street		360	79	1312			
139th Street/140th Street	15th Street	West Frontage Road		570	194	2006			48
139th Street	Lawndale Ave	West Frontage Road		400	94	1364		48	
139th Street	Lowell Ave	Winchester Ave		300	192	494		310	
139th Street	Winchester Ave	Byars Road						360	
140th Street	Botts Road	139th Street		160	160	1630			
140th Street	East Frontage Rd	Merrywood Lane		60		722			529
140th Street	Merrywood Lane	Lowell Ave		530		1960			
146th Terrace	White Ave	MO 150 Hwy	150			4400			
147th Street	Kelley Rd	Byars Road	10400			10400			
147th Street	Grand Summit Blvd	White Ave				4000			
147th Street	White Ave	East Frontage Road	700			260			
Blue Ridge Blvd	West City Limits	W of Grandview Road	11167	180	113	7480	11058		
Blue Ridge Blvd	W of Grandview Road	Truman Corners Signals	1329	1670	415	7268	355		
Blue Ridge Blvd	Truman Corners Signals	West Frontage Road				756	2214		
Blue Ridge Blvd	East Frontage Rd	East City Limits		560	142				
Botts Road	135th Street	139th Street			501	616	4358		
Botts Road	139th Street	South City Limits	836		151	1834	5106		
Byars Road	Harry Truman Dr	127th Street						550	
Byars Road	130th Terr	Highgrove Road			150	720			
Byars Road	Highgrove Rd	134th Terr			112	296	4323		
Byars Road	13500 Byars Rd driveway	@ 13500 Byars Rd			28	1066			
Byars Road	Amphitheater driveway	across from 13500 Byars Rd			54	136			74
Byars Road	Bridge Deck	LaQuinta (S)	4349			1150		1130	
Byars Road	LaQuinta (S)	MO 150 Hwy		170	550	600			
Byars Road	MO 150 Hwy	147th Street			80				160
Food Lane	North City Limits	Food Lane Bridge						380	
Food Lane	Food Lane Bridge	Harry Truman Dr						200	
Grand Summit Blvd	147th Street	MO 150 Hwy			80	160			
Grandview Road	North City Limits	400' N of Blue Ridge	6958					920	

SYMBOLS MASTER			
STREET	FROM	TO	QTY
Harry Truman Drive	Blue Ridge	15th Street Left / Right Turn Arrow	10 Each
Main Street	5th Street	West City Limits Left / Right Turn Arrow Combo Arrow	31 Each 1 Each
Blue Ridge	Truman Market Place Dr	Grandview Rd Left / Right Turn Arrow Combo Arrow	8 Each 2 Each
Blue Ridge	Grandview Rd	West City Limits Left / Right Turn Arrow Merge Left Arrow	24 Each 3 Each
139th/140th St	Botts Road	West Frontage Rd Left / Right Turn Arrow	6 Each
Botts Road	139th Street	South City Limits Left / Right Trun Arrow	16 Each
5th Street	Rhodes Ave	Main Street Left / Right Turn Arrow Combo Arrow	2 Each 2 Each
Botts Road	135th Street	139th Street Left / Right Turn Arrow	28 Each
Grand Summit	147th Street	Mo 150 Hwy Left / Right Turn Arrow Combo Arrow (ST/RT)	2 Each 2 Each
Byars Rd	13500 Byars Rd driveway	& Amphitheater driveway Left / Right Turn Arrow 24" Stop Bar	6 Each 52 LF
Un-named Street	15th St	West Frontage Rd of I-49 Left Turn Arrow	4 Each

PAY ITEM	CONTRACT
TURN ARROW RIGHT/LEFT - PAINT	137 Each
COMBO ARROW - PAINT	7 Each
MERGE LEFT ARROW - PAINT	3 Each
24" STOP BAR - PAINT	52 LF

DRAWINGS

FOR REVIEW ONLY



CITY OF GRANDVIEW PUBLIC WORKS DEPARTMENT

2019 Striping Program
Project Number: R-1901-Stripes

August 2019

Approved: 
Dennis Randolph, Director of Public Works

Utilities:

Dig-Rite	Missouri One-Call	1(800)DIG-RITE
Gas	MGE	
Electrical	Aquila	
Telephone	SBC	
CATV	Time Warner Cablevision	
Sanitary Sewer	City of Grandview	
Water	Jackson County Public Water Supply District No. 1	

Sheet Index:

Cover	1 of 9
Location Maps	2-3 of 9
Blue Ridge	4 of 9
Main Street	5 of 9
13500 Byars Rd & Amphitheater	6 of 9
Truman Marketplace's Unnamed St	7 of 9
Details	8-9 of 9

Revisions	By



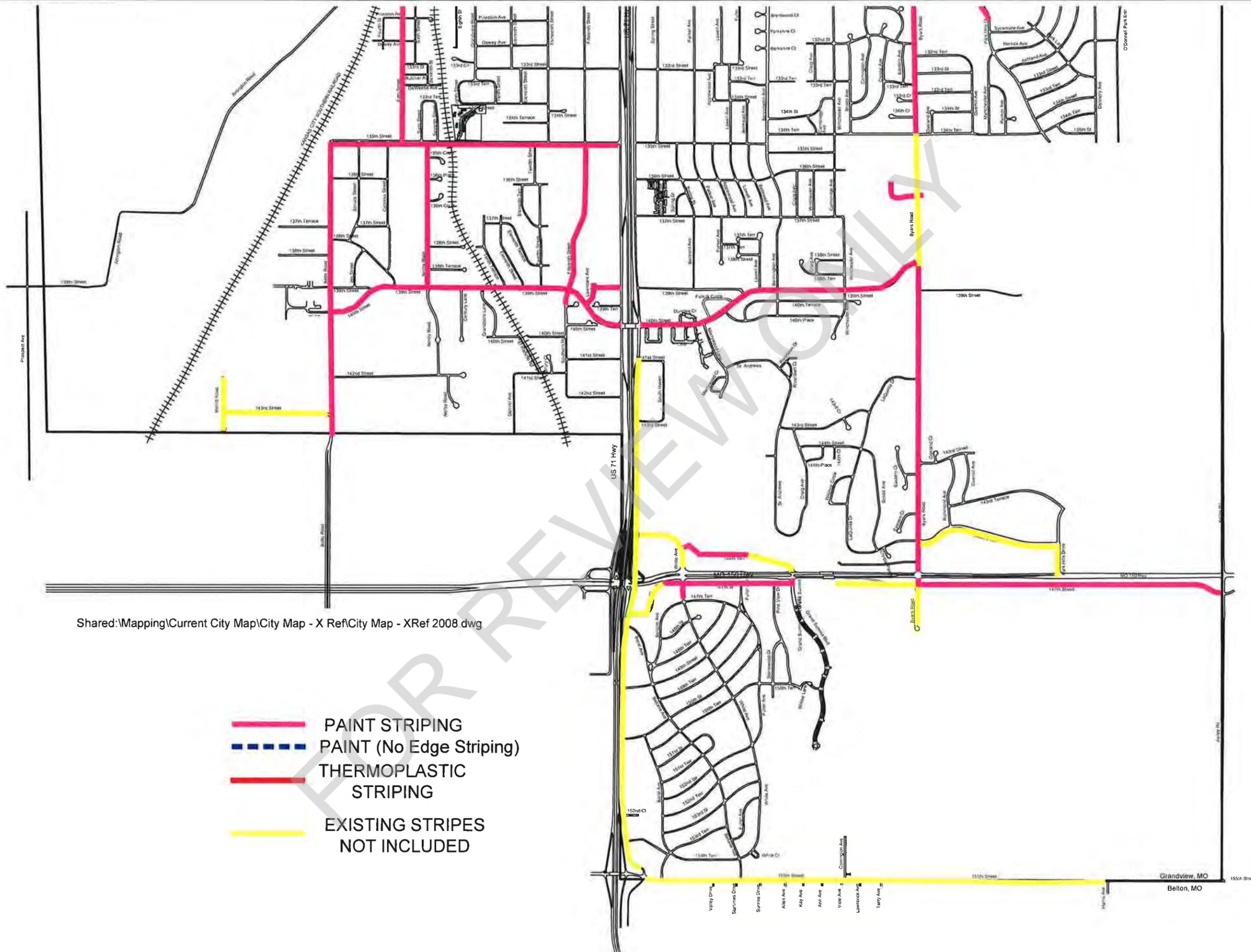
CITY OF GRANDVIEW
MISSOURI

1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

2019 STRIPING PROGRAM

COVER

DRAWN BY: RR
CHECKED BY:
DATE: 7/18/2019
PROJECT NO: 2019 Striping Program
DRAWING NO: 1 OF 9



Shared:\Mapping\Current City Map\City Map - X Ref\City Map - XRef 2008.dwg

- PAINT STRIPING
- - - PAINT (No Edge Striping)
- THERMOPLASTIC STRIPING
- EXISTING STRIPES NOT INCLUDED

Revisions	By


CITY OF GRANDVIEW
MISSOURI
 1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

CITY OF GRANDVIEW
2019 STRIPING PROGRAM
CITY MAP

APPROVED BY: _____
 DRAWN BY: RJR
 CHECKED BY: _____
 DATE: 7/19/2019
 JOB NO: _____

DRAWING NO:
3 OF **9**

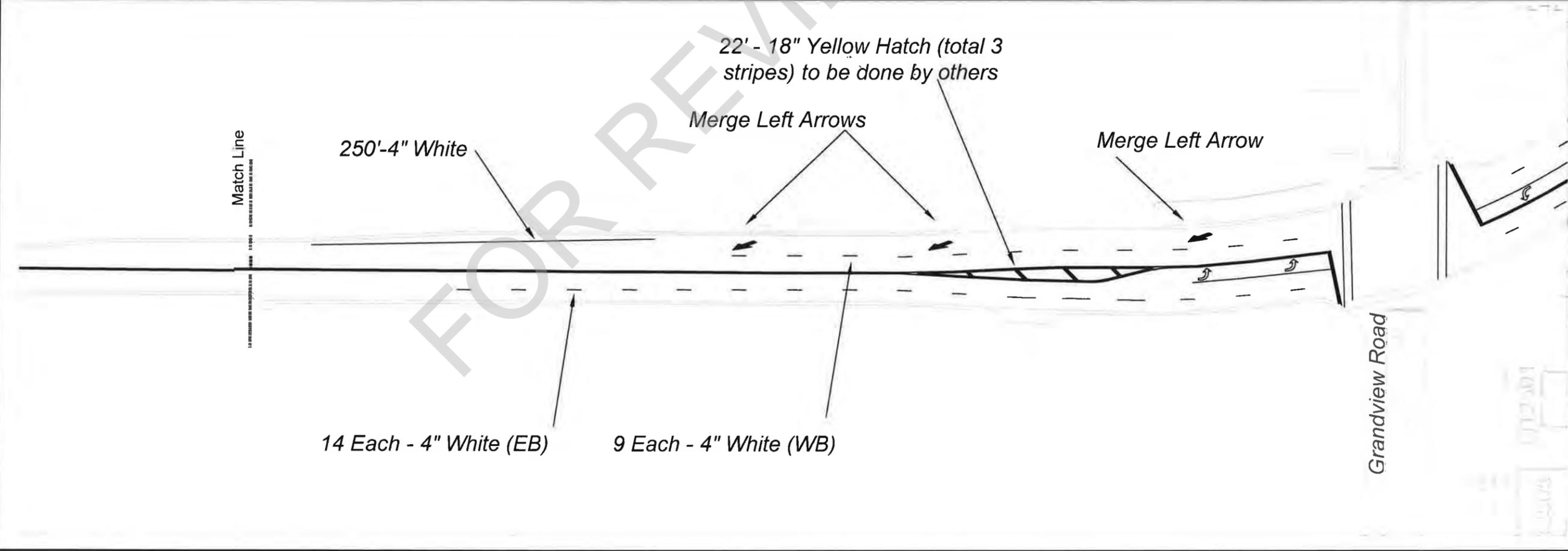
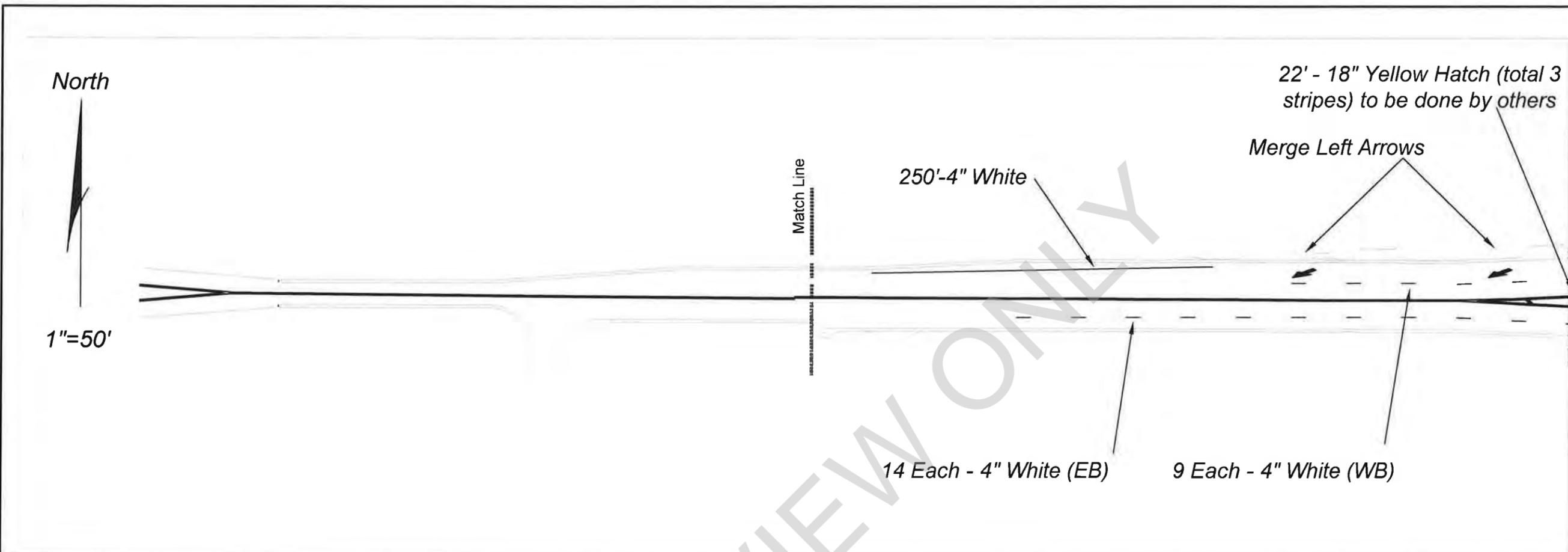
Revisions	By

CITY OF GRANDVIEW
MISSOURI

1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

2019 STRIPING PROGRAM
BLUE RIDGE BLVD.
LAYOUT

APPROVED BY:
DRAWN BY: RJR
CHECKED BY:
DATE: 7/19/2019
JOB NO: 2019 Striping Program
DRAWING NO: 4 OF 9



North

1"=50'

All pavement markings and symbols, not indicated for addition/change shall remain undisturbed.

4" White, approx 430'

Hatch By Others

15' R By Others

All Parking Stall Lines To Be Done By Others

All RR Crossing Symbols To Be Done By Others

5TH STREET

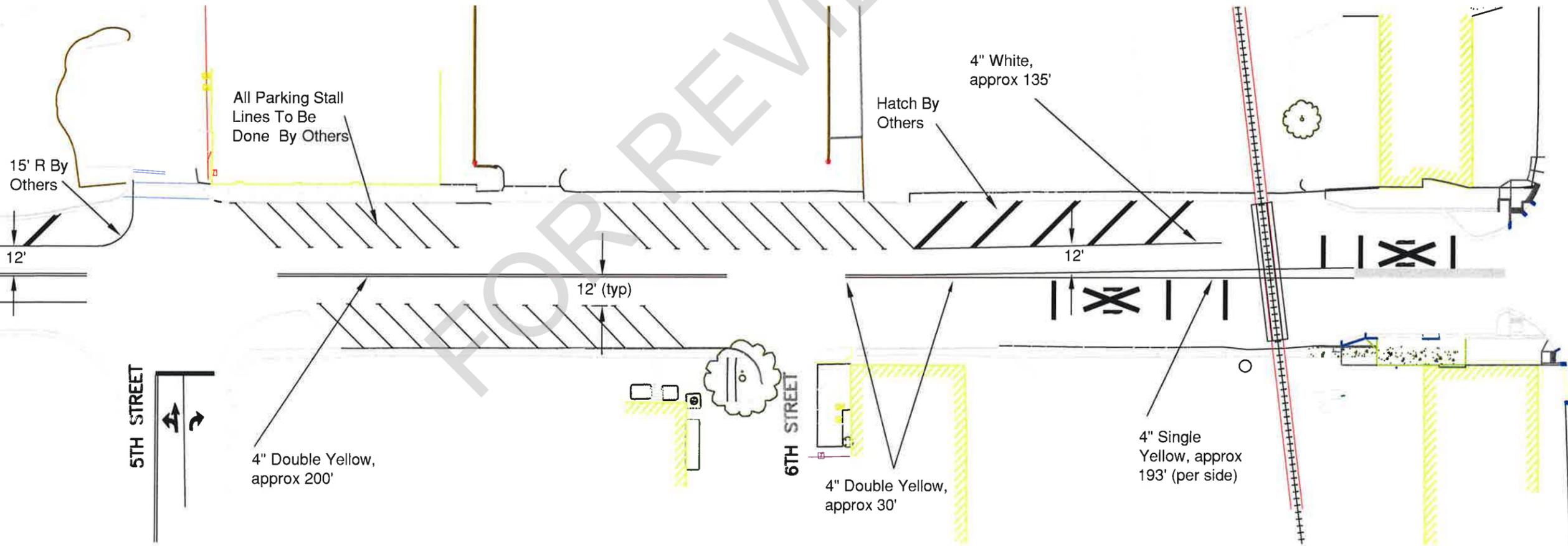
4" Double Yellow, approx 200'

Revisions	By



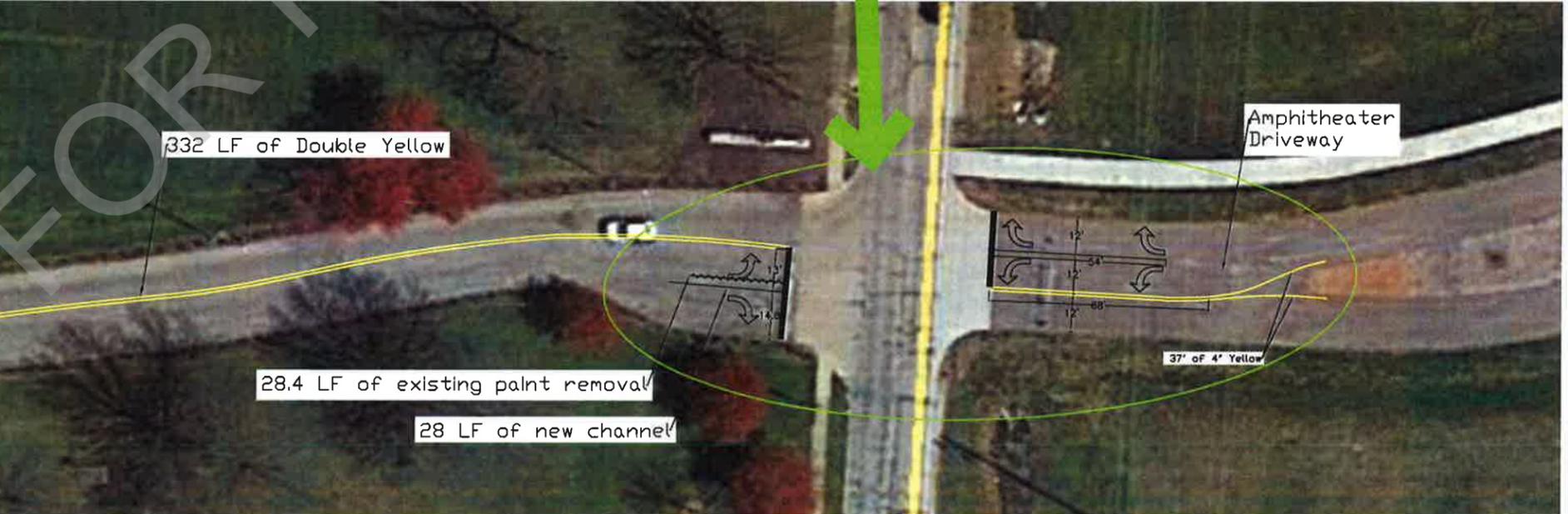
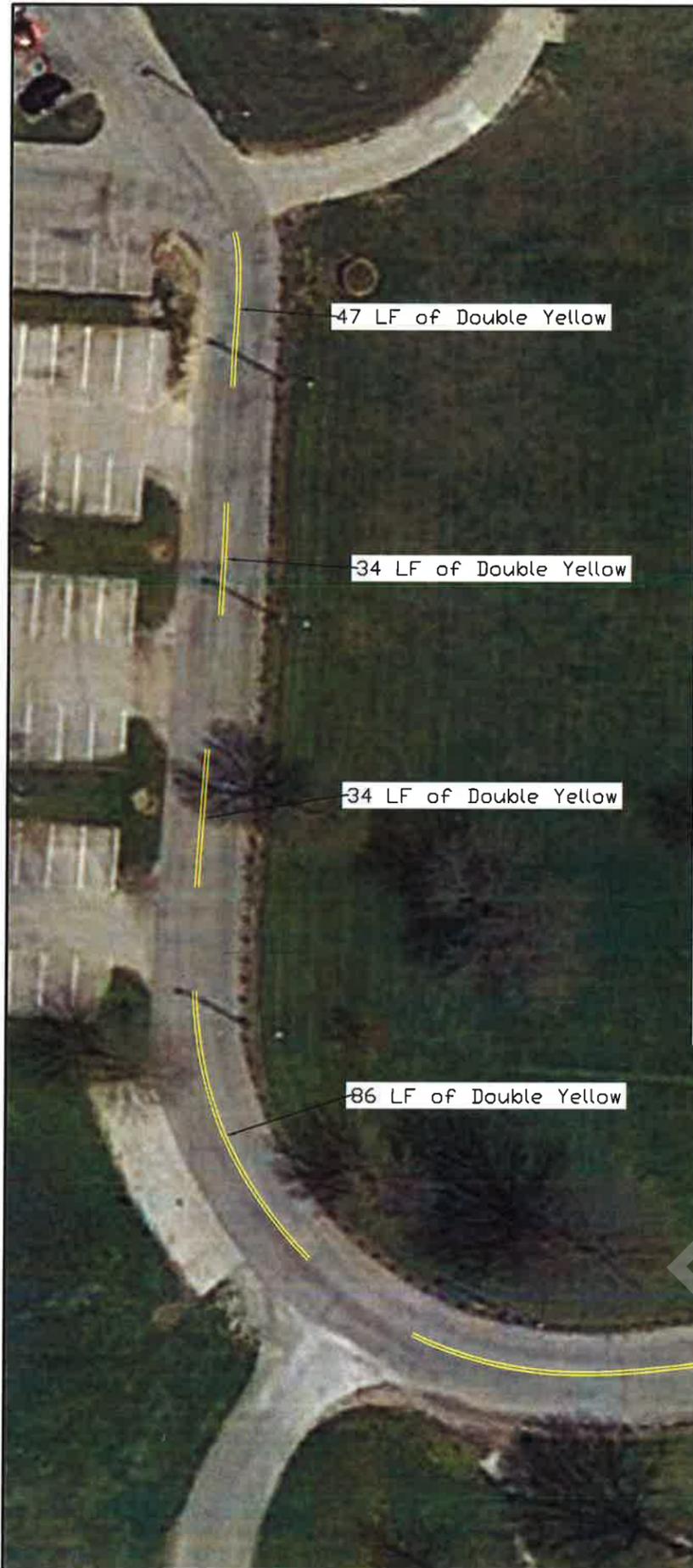
CITY OF GRANDVIEW
MISSOURI

1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800



2019 STRIPING PROGRAM
MAIN STREET
LAYOUT

APPROVED BY:	
DRAWN BY:	GWV
CHECKED BY:	
DATE:	7/19/2019
JOB NO.:	2019 Striping Program
DRAWING NO.:	5 OF 9



Revisions	By


CITY OF GRANDVIEW
 MISSOURI
 1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

2019 STRIPING PROGRAM
 13500 Byars Rd

DRAWN BY: RFR
 CHECKED BY:
 DATE: 7/18/2019
 PROJECT NO:
 2019 Striping Program
 DRAWING NO:
 6 OF 9

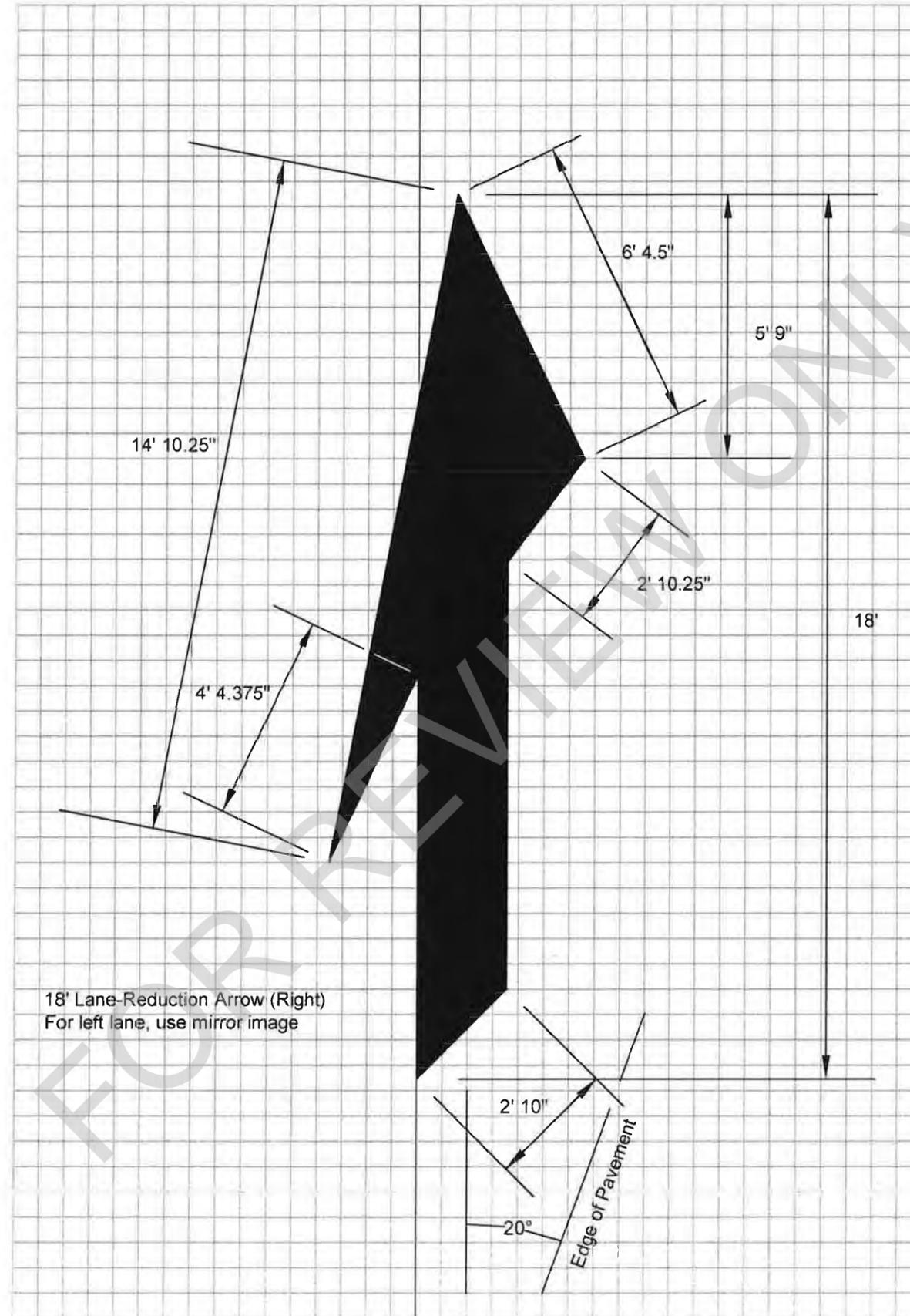


Revisions	By


CITY OF GRANDVIEW
 MISSOURI
1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

2019 STRIPING PROGRAM
 Un-named Street

DRAWN BY: RR
CHECKED BY:
DATE: 7/18/2019
PROJECT NO: 2019 Striping Program
DRAWING NO: 7 OF 9



Revisions	By


CITY OF GRANDVIEW
MISSOURI
 1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

PAVEMENT MARKING
STANDARD DETAIL SHEET
MERGE LEFT SYMBOL



APPROVED BY:
DRAWN BY: GWV
CHECKED BY:
DATE: 7/19/2019
JOB NO.:

Revisions	By



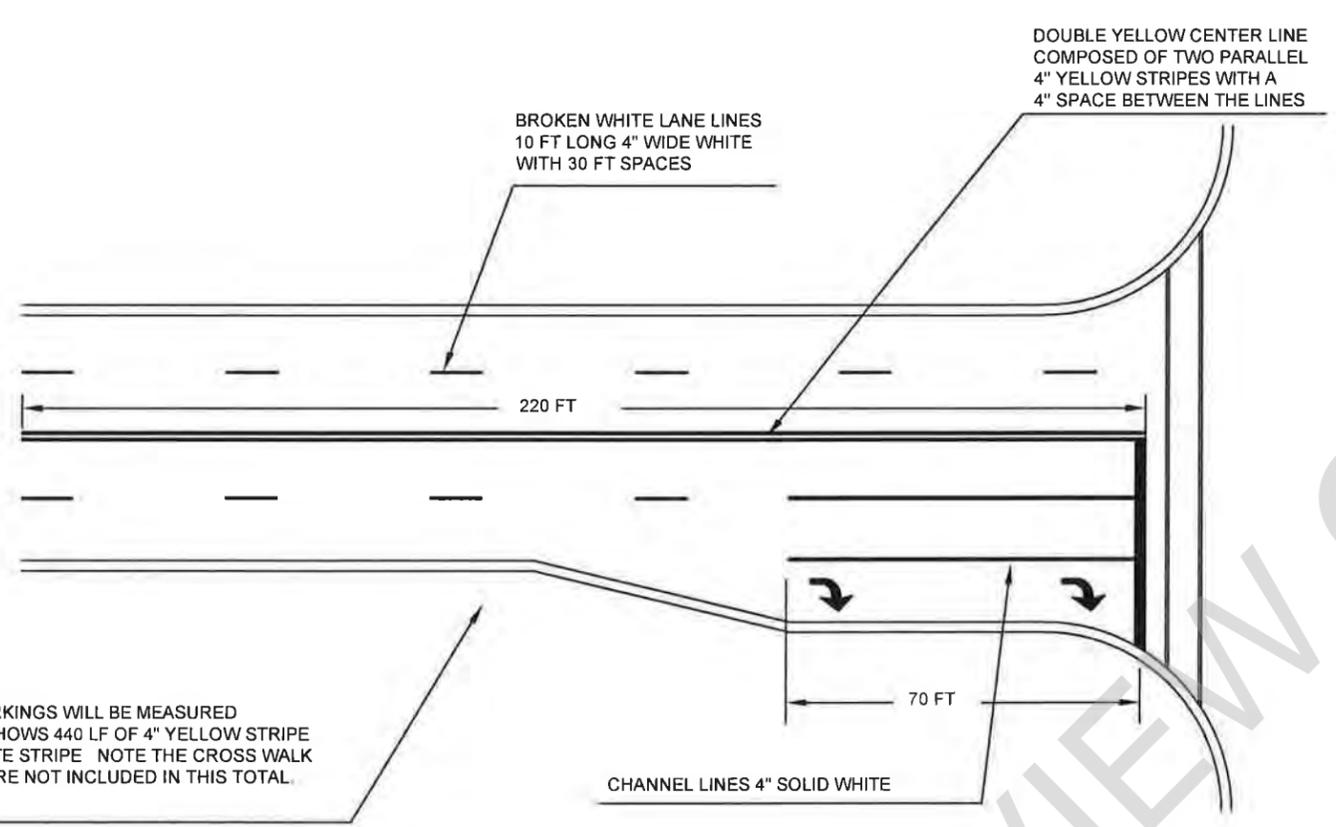
**CITY OF GRANDVIEW
MISSOURI**

1200 MAIN STREET GRANDVIEW, MISSOURI 64030 816-316-4800

**PAVEMENT MARKING
STANDARD DETAIL SHEET
STRIPE MEASUREMENT**

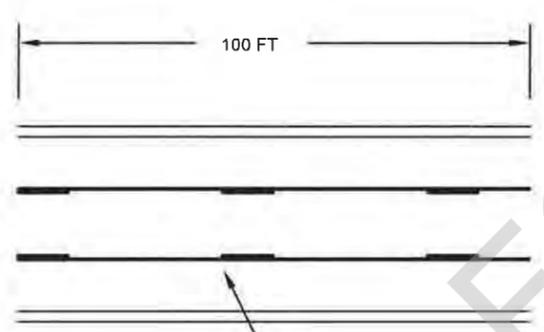


APPROVED BY:
DRAWN BY: GWV
CHECKED BY:
DATE: 6/8/2016
JOB NO.:
DRAWING NO.:

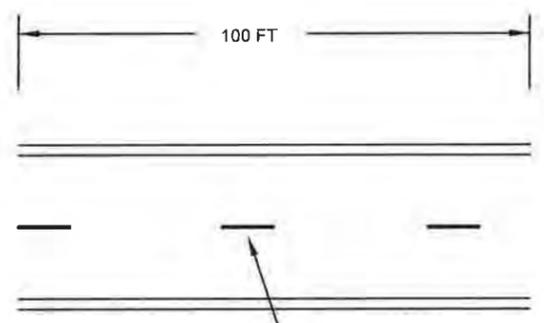


Note: IF 6' / 18' CYCLE SPACING
EXISTS FOR DASHED LINES,
MATCH EXISTING.

THE ACTUAL MARKINGS WILL BE MEASURED
THIS DRAWING SHOWS 440 LF OF 4" YELLOW STRIPE
240 LF OF 4" WHITE STRIPE NOTE THE CROSS WALK
AND STOP BAR ARE NOT INCLUDED IN THIS TOTAL.



SOLID & BROKEN LINE COMPOSED OF
A 4" SOLID YELLOW LINE PARALLEL
TO A 4" BROKEN LINE COMPOSED OF
10 FT LONG 4" YELLOW LINE WITH 30 FT
SPACES THE SPACING BETWEEN LINES
SHALL BE 4"
THE ACTUAL MARKINGS WILL BE MEASURED
FOR PAYMENT THIS DRAWING SHOWS
260 LF OF 4" YELLOW STRIPE



BROKEN YELLOW CENTER LINE
COMPOSED OF 10 FT LONG 4" WIDE
YELLOW STRIPE WITH 30 FT SPACES
THE ACTUAL STRIPES WILL BE MEASURED
FOR PAYMENT THIS DRAWING SHOWS
30 LF OF 4" YELLOW STRIPE

**ANNUAL CONTRACT PROGRESS
PAYMENT**

FOR REVIEW ONLY

2019 ANNUAL CONTRACT PROGRESS PAYMENTS

Month	Pay Estimate Due	Board Meeting	Check mailed
January 2019	01/29/19	02/12/19	03/01/19
February 2019	02/26/19	03/12/19	03/29/19
March 2019	03/26/19	04/09/19	04/26/19
April 2019	04/30/19	05/14/19	05/31/19
May 2019	05/28/19	06/11/19	06/28/19
June 2019	06/25/19	07/09/19	07/26/19
July 2019	07/30/19	08/13/19	08/30/19
August 2019	08/27/19	09/10/19	09/27/19
September 2019	09/24/19	10/08/19	10/25/19
October 2019	10/29/19	11/12/19	11/29/19
November 2019	11/26/19	12/10/19	12/27/19
December 2019	12/31/19	01/14/20	01/31/20

The ENGINEER shall prepare the pay estimate to cover the Work completed as of the day prior the Due date, present the pay estimate for review by the CONTRACTOR, and following the review, present the pay estimate to the OWNER by the end of the day of Due date. Failure to submit the pay estimate to the OWNER by the end of day of Due date may result in payment being delayed at least 14 days.

The BOARD OF ALDERMEN reserves the right to amend or even cancel its regular meeting, which may impact the date the monthly payment check is mailed.

GENERAL CONDITIONS

FOR REVIEW ONLY

City of Grandview, Missouri



Public Works Department

General Conditions

Effective Date: 8/1/2017

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GENERAL CONDITIONS OF THE CONTRACT

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**SECTION 101
DEFINITION OF TERMS**

Wherever the following abbreviations, terms or descriptive words are used in the plans, specifications or other contract documents, the intent and meaning shall be interpreted as follows:

101.1 Abbreviations.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AGC	Associated General Contractors of America
ANSI	American National Standards Institute
APWA	American Public Works Association
AREA	American Railroad Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	ASTM International
AWG	American Wire Gauge
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CS	Commercial Standards, U. S. Department of Commerce
CSR	Code of State Regulations
COE	Corps of Engineers
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise
EEI	Electrical Engineer's Institute
EEO	Equal Employment Opportunity
EPA	Environmental Protection Agency
ESAL	Equivalent 18-kip Single Axle Load
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
GGBFS	Ground Granulated Blast Furnace Slag
GRI	Geosynthetic Research Institute
ICEA	Insulated Cable Engineers Association

IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
JSP	Job Special Provisions
KCAPWA	Kansas City Metropolitan Chapter of American Public Works Association
KCMMB	Kansas City Metro Materials Board Specifications
LED	Light Emitting Diode
MASH	AASHTO Manual for Assessing Safety Hardware
MCIB	Mid-West Concrete Industry Board
MDC	Missouri Department of Conservation
MoDNR	Missouri Department of Natural Resources
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NCHRP 350	National Cooperative Highway Research Program (NCHRP) Report 350, <i>Recommended Procedures for the Safety Performance Evaluation of Highway Features</i>
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NRCS	Natural Resources Conservation
NRMCA	National Ready Mixed Concrete Association
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety and Health Administration
PAL	Pre-Acceptance List
PS	U.S. Product Standard, U.S. Department of Commerce
PWL	Percent Within Limits
QA	Quality Assurance
QC	Quality Control
RETMA	Radio Electronics Television Manufacturer 's Association
RSMo	Revised Statutes of the State of Missouri
SAE	Society of Automotive Engineers
SHPO	State Historic Preservation Office

SSPC	Society of Protective Coatings
SWPPP	Stormwater Pollution Prevention Plan
UCP	Unified Certification Program
UL	Underwriter's Laboratory
USA	United States of America
USACE	United States Army Corps of Engineers
USC	United States Code
USCG	United States Coast Guard
USFW	United States Fish and Wildlife
VOC	Volatile Organic Compound

101.1.1 Unit Symbols.

H or hr	hour
ppm	parts per million
rpm	revolutions per minute
vpm	vibrations per minute
cf	cubic feet
cy	cubic yards
F	degrees Fahrenheit
ft	foot/feet
in	inch/inches
lb	pound/pounds
lf	linear foot/feet
psf	pounds per square foot
psi	pounds per square inch
psig	pounds per square inch gauge
sf	square foot/square feet
sy	square yard/square yards
tn	ton/tons

101.2 Definitions of Terms.

Advertisement. The public announcement, as required by law, inviting bids for work to be performed or material to be furnished. See Notice of Bid Opening

Appreciable Error. Any of the following will be considered an appreciable error: an error resulting in a change in quantity of 10 percent from the original contract quantity of an item; an error resulting in a

monetary change of at least \$5,000 from an original contract item amount; or an error in the calculation of a contract item quantity based on the finite dimensions shown on the plans.

Award. The action of the City accepting the bid of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or as required by law.

Bid. The written offer submitted by the bidder in the required manner on the bid to perform the work provided in the bidding documents at contract bid prices.

Bid Guaranty. The security furnished with a bid to ensure that the bidder will enter into the contract if the bid is accepted.

Bid Records. All writings, working papers, computer printouts, charts and all other data compilation that contain or reflect information, data or calculations used by the bidder to determine each contract unit price in the bid submitted, including but not limited to material relating to the determination and application of:

- equipment rates
- home and field overhead rates and related time schedules
- efficiency or productivity factors
- arithmetic extensions
- subcontractors, truckers and material supplier quotations
- profit
- contingencies

Any manuals standard to the industry that are used by the bidder in determining the bid shall be included in the bid records by reference and shall show the name and date of the publication and the publisher.

Bidder. Any individual, partnership, corporation, joint venturer or other entity submitting a bid to perform the contemplated work.

Bidding Documents. The documents furnished by the City of Grandview comprising the Request for Bid, plans, City of Grandview standard drawings, addenda, Specifications and General Conditions, KCAPWA Construction and Materials Specifications, and all other documents included in or referred to in those documents.

Bridge. A structure having a clear span greater than 20 feet measured on a horizontal plane along the centerline of roadway; also a multiple span structure where the total length of spans is in excess of 20 feet. For both single and multiple span bridges, the clear span shall be construed to mean the total distance from stream face to stream face of end bents or outer walls of the structure.

Business Day. A day that the City is open for business, excluding holidays, Saturdays and Sundays.

Calendar Day. Any day of the calendar year, including holidays, Saturdays and Sundays.

Change Order. A written order from the engineer to the contractor, as authorized by the contract, directing changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.

Change in the Work. An item of work not provided for in the contract as awarded, but found essential to the satisfactory completion of the contract. Contract adjustments for changes in work related to differing site conditions shall be determined in accordance with the contract provisions relating to differing site conditions.

City. The City of Grandview, Missouri

City Owned Utility. The sanitary sewer system and storm water collection and drainage systems within City of Grandview right of way and/or easements that are owned and maintained by the City of Grandview.

Claim. A written request or demand for adjustment to the compensation due or time of performance of the contract made within the time, in the form, and pursuant to the provisions for such contract adjustments specified elsewhere in the contract documents of which these specifications are a part.

Contract. The written agreement between the City and the contractor covering the performance of the work for the proposed construction. The contract will include all contract documents. The contract may cover a single project or a combination of projects awarded as a single unit.

Contract Bond. The form of security approved by the City, furnished by the contractor and surety or sureties, guaranteeing complete performance of the contract and the payment of all legal debts pertaining to the construction of the project, or arising from the contract and the duties thereunder, including the 2 year maintenance period if applicable, and conditioned as may be required by the laws of the State of Missouri.

Contract Documents. Notice to Contractors, all Bidding Documents, Contract Bond, Contract Agreement, Acknowledgment, Notice to Proceed, and all Change Orders.

Contract Time or Completion Date. The number of working days or calendar days shown in the bidding document as the time allowed for the completion of the work contemplated in the contract. If a calendar date for completion is shown in the bidding document, the contemplated work shall be completed by that date.

Contractor. The individual, partnership, corporation or joint venture undertaking performance of the work under the terms of the contract, and acting directly or through the contractor or contractor's agents, employees or subcontractors.

Controversy. A dispute or disagreement between a contractor and the City related to interpretation of contract documents or the engineer's decision under contracts entered into by the contractor with the City made in writing and in compliance with the requirements for resolutions of controversies under the contract, but which is not a claim under the contract, all as provided elsewhere in the contract documents of which these specifications are a part.

Cost. Cost will mean the actual cost incurred, as distinguished from forecasted cost and determined in accordance with prevailing principles applicable to public contracts including *Contract Cost Principles and Procedures*, 48 CFR, Part 31 and *Government Auditing Standards*, as published by the Comptroller General of the United States.

Days. Days as used in the contract documents will mean calendar days, unless specified otherwise.

Delay. Any event, action, force or factor that causes the established contract time to be exceeded for performance of the contract.

(a) **Compensable Delay.** An excusable delay for which the contractor may be entitled to additional monetary compensation

(b) **Excusable Delay.** A delay to the contract or milestone completion date that was beyond the contractor's control and not caused by the contractor's fault or negligence and for which a contract or milestone time extension may be granted.

(c) **Non-compensable Delay.** An excusable delay for which the contractor may be entitled to an extension of time, but no additional monetary compensation.

(d) **Non-excusable Delay.** A delay to the contract or milestone completion date that was reasonably foreseeable and within control of the contractor, for which no monetary compensation or time extension will be granted.

Differing Site Conditions. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work

Disadvantaged Business Enterprise, or DBE A contracting firm certified to participate in U.S. Department of Transportation financial assistance programs as a DBE by MoDOT or by the Missouri Unified Certification Program (UCP) pursuant to Title 49 CFR, Part 26, and pursuant to Title 7 CSR Division 10, Chapter 8, governing MoDOT's DBE Program.

Drainage Ditch. An open depression constructed for the purpose of carrying off surface water.

Easement. Land on which the City has acquired the right to construct, operate, and maintain infrastructure such as sanitary sewer systems, storm drainage systems, sidewalks, trails, and means of access. An easement may be restricted to a singular use or may allow multiple uses.

Engineer. The Public Works Director or any other authorized representative of the City.

Equitable Adjustment. An adjustment to the time or price specified in the contract based upon contractor's actual and reasonable costs to perform the work for the reasons and determined by the methods specified elsewhere in the contract documents.

Field Testing. Any test performed on a material at its location of incorporation into the final product.

Gender Related Terms. No gender restrictions or limitations are intended or suggested by the use of terms "he", "him", "his", "it" or "its" in these specifications.

Holidays. City recognized legal holidays are:

January 1 - New Year's Day

Third Monday in January - Martin Luther King Day

Last Monday in May - Memorial Day

July 4 - Independence Day

First Monday in September - Labor Day

Fourth Thursday in November - Thanksgiving Day

Fourth Friday in November

December 24 - Christmas Eve Day

December 25 - Christmas Day

When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays fall on a Saturday, the holiday will be observed on the immediately preceding Friday.

Laboratory Testing. Any test where a sample is removed from its present location to a building where the actual test is performed.

Lead Workers. Hourly employees in direct charge of the specific operations on a project. Formerly referred to as the foremen.

Local Traffic. Traffic that has either its origin or its destination at some point within the limits of the project. Local traffic will also include that traffic on all side roads that lead into the project where such traffic does not have a satisfactory outlet over a public road or street.

Maintenance Project. A project, typically conducted annually, that involves repair or replacement of various segments of streets, sidewalks, storm sewer, or sanitary sewer facilities. Examples of such projects include Overlay Program, Slurry Program, and Sanitary Sewer Lining. Unless specifically stated otherwise in the Job Special Provisions, projects so designated as a Maintenance Project do not meet the definition of "Maintenance Work" as found in Missouri Revised Statutes 290.210.1 and are subject to compliance with Missouri Prevailing Wage Rates.

Major and Minor Items of Work. Any item having an original value in excess of 10 percent of the original contract amount will be considered as a major item or items. All other original contract items will be considered as minor. Where major contract items are not identified, the original contract item of greatest total cost, computed from the original contract price and estimated quantity, and such other original contract items next in sequence of lower total cost, computed in like manner, necessary to show a total cost at original prices and quantities of no less than 60 percent of the original contract cost will be considered as a major item or items.

Notice of Bid Opening. The notification provided the public and prospective bidders, containing a description of the proposed work, instructions, information and the reservation of the right of the City to reject any and all bids.

Notice to Contractors. The document contained in the bidding document describing the work to be performed and including information and requirements for the submission of bids.

Notice to Proceed. The written notice from the engineer notifying the contractor of the date on which prosecution of the work is to begin.

Pay Item. An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment and material contemplated or described on the plans or in the text of the specification item included in the contract.

Plans. Detailed construction drawings or reproductions thereof, which show the location, character and details of the work. When referenced in the contract documents, plans will include both the project specific drawings and the standard drawings.

Project. The specific section of public infrastructure, including all appurtenances and construction to be performed thereon under the contract.

Request for Bid. The document furnished by the City that includes a complete set of bidding forms and appendices, and certain contract terms, which are made a part of the bidding document by reference.

Right of Way. Land acquired by the City for the construction and maintenance of a street, sidewalk, and/or trail.

Sec. Refers to sections in the standard and supplemental specifications unless specified otherwise in the contract documents.

Shall. When used in the contract documents, states a mandatory duty on the part of the contractor.

Significant Change in the Work. When the character of the work, as altered, (1) differs materially in kind or nature from that involved or included in the original proposed construction or (2) when a major item of work as defined elsewhere in the contract is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

Specifications. The compilation of provisions and requirements for the performance of prescribed work.

(a) Standard Specifications. A book(s) of specifications approved for general application and repetitive use.

(b) Supplemental Specifications/Conditions. Approved additions and revisions to the standard specifications.

(c) Job Special Provisions. Revisions to the standard and supplemental specifications applicable to an individual project.

Subcontractor. Any individual, partnership, corporation, joint venture or other entity to whom the contractor, with the written consent of the engineer, sublets any part of the work under the contract.

Surety. A corporate body duly authorized to do business in the State of Missouri, and which has executed a bid bond with the bidder or a contract bond with the contractor.

Through Traffic. Traffic which has neither its origin nor its destination within the limits of the project.

Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Will. When used in the contract documents, states a mandatory duty on the part of the engineer or department or on the part of both the engineer or department and the contractor, which is indicated by the context of use.

USA. Any of the 50 states, the District of Columbia, Puerto Rico and any other territories and possessions of the United States of America.

Work. The furnishing of all labor, material, equipment and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all of the duties and obligations imposed by the contract.

Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data which the contractor will be required to submit to the engineer for approval.

SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

102.1 Advertisement for Bids/Notice of Bid Opening. After the date is established for the receipt of bids, the notice of bid opening will be posted on City's website and published as required by law. The notice of bid opening will contain a description of the proposed work, instructions and information to the potential bidder regarding bid forms, plans, specifications, and the reservation of the right of the City to reject any and all bids.

102.2 RESERVED – Intentionally left blank.

102.3 Bidding. All bids shall be submitted electronically using the BidExpress® website. Any bid not submitted electronically will be considered irregular in accordance with Sec 102.8.

102.3.1 The City uses the BidExpress® website (www.bidexpress.com) as the official depository for electronic bid submittals. City will ensure that this electronic bid depository is available for a two-hour period prior to the deadline for submission of bids. In the event of disruption of national communications or loss of services by www.bidexpress.com during this two-hour period, City will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. Notifications and instructions of delay will be communicated to potential bidders.

102.3.2 The City will make the bidding documents available to the prospective bidder. The documents will state the location, description and requirements of the contemplated construction and will show the estimate of the various quantities and types of work to be performed or material to be furnished, and will have a schedule of items for which unit bid prices are invited. The bidding documents will state the time in which the work shall be completed, the amount of the bid guaranty and the date, time and place of the opening of bids.

102.3.3 Bidders that submit bids via the internet shall have on file with BidExpress® an "Electronic Signature Agreement".

102.3.4 The prospective bidder will be required to pay the sum stated in the notice of bid opening to the identified party for each copy of a project's bidding documents. The KCAPWA Construction and Materials Specifications, City of Grandview Standard Drawings, and applicable KCAPWA Standard Drawings including all revisions of these documents, and other items referenced in the bidding documents, whether attached or not, will be considered a part of the bid. A prospective bidder will be expected to obtain the current edition of the KCAPWA Construction and Materials Specifications which can be found on KCAPWA's website, <http://kcmetro.apwa.net>.

102.3.5 Bidders will be responsible for any additional fees associated with submitting bids using the BidExpress® website.

102.3.6 It will be conclusively presumed that all of the bidding documents are in the bidder's possession and that these documents have been reviewed and used by the bidder in the preparation of any bid submitted.

102.3.7 The City has the right to allow alternate means of bid submittal by stating the alternate means in the Notice of Bid Opening and within the Job Special Provisions of the Contract Documents. Any alternate means of bid submittal shall be in compliance with Sec 102.7

102.4 Interpretation of Quantities in Bid Schedule. The quantities appearing in the bid schedule are estimated only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract, except where final measurements are not made, as hereinafter provided. The quantities of work to be done and material to be furnished may each be increased, decreased or omitted as hereinafter provided.

102.5 Examination of Plans, Specifications, Special Provisions and Site of Work. The engineer will provide plans and specifications to the contractor providing direction on the work required. Conditions indicated on the plans and in the bidding documents represent information available from surveys and studies. The bidder is expected to carefully examine the proposed work site and bidding documents before submitting a bid. Submission of a bid will be considered proof that the bidder has made an examination and is satisfied with the conditions to be encountered in performing the work.

102.5.1 Other documentary information, consisting of boring logs and other factual subsurface information that does not constitute part of the contract or contract documents, if available, will be provided with project plans, or if available they will be provided by the engineer upon the bidder's written request. This information, used for project design and quantity estimation purposes, was not obtained to determine actual subsurface conditions, actual quantities of subsurface material or appropriate construction methods, nor shall this

information be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve a bidder from the responsibility of making an investigation of conditions to be encountered, including but not limited to site visits, and basing the bid on information obtained from these investigations and the professional interpretation and judgment of the bidder. The bidder shall assume the risk of error if the information is used for any purposes for which the information was not intended. The City makes no representation as to the accuracy of the logs or other subsurface information, since the accuracy of this information is limited by the equipment used, the personal judgment of the persons making the investigation, and by the limited number of samples taken. Records indicate conditions encountered only at the times and the specific locations shown. Ground water observations are not routinely recorded in all boring logs. The absence of such data does not mean ground water will not be encountered. An indication of ground water constitutes no representation or warranty as to where ground water will be found, nor its volume or artesian character, during the project work. Any assumptions a bidder may make from this data is at the bidder's risk; none are intended by the City.

102.5.2 RESERVED – Intentionally left blank.

102.5.3 The bidder assumes all risks that may be encountered in basing the order of work, equipment or personnel determinations, time of performance, cost of performance, working days needed, item bid prices or any other element of the work, on documents that the bidder obtains from the City, which are not expressly warranted.

102.5.4 Unless stated specifically and expressly in the bidding documents, no project involving excavation, which may include either borrow or the disposal of excess material, is represented or warranted to be a "balanced" job or project, regardless of whether the bidding documents use terms such as "balance points" or other terms that could be interpreted to suggest balance. Whether or not such projects involving excavation contain bid items for borrow or disposal of excess material, the bidder should assume that either is possible and investigate those possibilities accordingly in determining a bid.

102.5.5 Utilities are often in the process of relocation at the time a project is bid. Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility companies have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid. The bidder has read and agrees to Sec 105.7.6 concerning any delays caused by utilities.

102.5.6 The bidder and contractor has an affirmative duty to inquire and obtain from the National Oceanic and Atmospheric Administration (NOAA), National Climatic Data Center (NCDC), from the USACE and any other cognizant government agency, historic weather and water stage information which the bidder may consider important as guides for bidding and scheduling the work. Some of that information may be contained among the bidding documents solely as a convenience and is not warranted nor represented to any degree to be complete and accurate historic data. No warranty or representation whatsoever is made or intended by the City of future weather conditions during the project. Water stages and depths of water at any place or at any time within the area of the project are acknowledged to be beyond control of the City and dependent upon future weather conditions and actions by other governmental bodies, such as the government of the USA or third parties. The City makes no representation that other governmental bodies or third parties will not take action during the period of the contract or any extended time of contract performance, which will affect water stages or depths. Bidders are put on notice that the bidder's operations may be affected by water flows, siltation and other causes over which it is acknowledged the City has no control

102.6 Sales and Use Taxes. The City shall provide a project sales tax exempt certificate and letter to be used by the general contractor to authorize tax exempt purchases for the project. The purchases shall be only for personal property and materials which are to be incorporated into, or consumed in, the completion of the project. The general contractor shall furnish copies of the certificate and letter to subcontractors which have been authorized by the general contractor to purchase personal property and materials for the City's project. Subcontractors shall present the certificate and letter to suppliers as their authorization to purchase tax exempt materials to be incorporated into, or consumed in, the completion of the project. The invoices which the suppliers execute to the buying contractors shall reference the name of the exempt entity and the project identification number. Invoices shall be retained by the buying contractors for five years and are subject to audit by the Director of Revenue of the State of Missouri. The purchase of construction machinery, equipment or tools used on the project are not exempted from taxation.

102.7 Preparation of Bidding Documents. Bids shall be submitted electronically unless the Job Special Provisions specifically allows the submittal of a paper bid. If specifically allowed in the Job Special Provisions, a project may be submitted either electronically or on paper, but not both.

102.7.1 Bids submitted electronically shall be prepared and submitted using the BidExpress® website. Each bidder shall specify in the bid, in figures, a unit price for each of the separate items listed. The bidder shall not enter zero in any "Unit Price" field unless zero is the intended bid for that item. A unit price left blank will be considered a zero by the City.

102.7.2 When allowed, bids submitted on paper shall be properly signed, sealed and submitted in accordance with Sec 102.10. Each bidder shall specify in the bid, in figures, a unit price for each of the separate items listed in the bidding documents, except a unit price entry will not be necessary for those items having a measurement by Lump Sum (L.S.) and only the amount for that item need be entered. Zero will be considered a valid bid. The bidder shall not enter zero in any "Unit Price" field unless zero is the intended bid for that item. A unit price left blank, with or without an extension, other than items having a measurement by Lump Sum (L.S.), will be considered as zero by the City. A unit price may be carried out to the third decimal. Unit prices carried out further than the third decimal will be rounded to the nearest third decimal by the City. Bids shall not contain interlineations, alterations or erasures except as noted in Sec 102.7.1. The bidder shall show the products of the respective unit prices and quantities in the amount column provided for that purpose. These extensions shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries in the bid shall be in ink. If, in the sole discretion of the engineer, an obvious and apparent clerical error exists in the unit price listed for an item due to a misplaced decimal, but the extension appears to be correct and as intended in all respects, the engineer may correct the unit price bid in accordance with the extension listed. All errors in extensions or totals will be corrected by the engineer and such corrected extensions and totals will be used in comparing bids.

102.7.3 A bidder may alter or correct a unit price, lump sum bid or extension entered on the paper bid form by crossing out the figure with ink and entering a new unit price, lump sum bid or extension above or below in ink, with the bidder's initials.

102.7.4 Bids submitted electronically shall have the electronic signature of an individual authorized to sign bids for their respective company. The individual must be identified as an officer for the company within BidExpress® documents.

102.7.5 The bid of an individual, including those doing business under a fictitious name, shall include the signature and address of the individual.

102.7.6 The bid by a partnership or joint venture, including individuals doing business under fictitious names or corporations, shall be executed by at least one of the partners followed by the title "Partner" or one of the joint venturers followed by the title "Joint Venturer" and the business address of the partnership or joint venturer shown. The bid by a partnership or joint venture, including individuals doing business under fictitious names or corporations, shall only submit one bid for the partnership or joint venture.

102.7.7 The bid by a corporation, whether acting alone or as a joint venturer, shall show the address and name of the corporation and shall include the signature and title of a person authorized by its board of directors to bind the corporation.

102.7.8 The bid by a member managed Limited Liability Company ("LLC") shall include the name, signature, and address of each member or the name, signature, address of the member authorized by resolution of all the members to bind the LLC. The bid by an LLC with a manager or managing member shall include the name, signature, and address of the manager or managing member.

102.7.9 A bid will not be accepted or considered if the bid is the product of collusion among bidders, if the bidder is disqualified or determined not responsible or if the bid is irregular in accordance with Sec 102.8.

102.8 Irregular Bids. Bids that are not completed in accordance with the bidding documents, that show any omissions, false statements or certifications, alterations of form, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or that are declared non responsive to the request for bids may be rejected. Bids combining or otherwise tying sections or projects not listed in the bidding documents as being in combination will be deemed irregular bids and will be rejected. Any comment in the bid limiting or qualifying the reserved right of the City to make awards that will be to the best interest of the City will constitute an irregular bid.

102.8.1 A bid will be considered irregular and may be rejected if any of the unit bid prices are mathematically or materially unbalanced to the detriment of the City.

102.9 Bid Guaranty. No bid will be considered unless accompanied by a certified check or cashier's check on any bank or trust company insured by the Federal Deposit Insurance Corporation, payable to the City of Grandview, for no less than five percent of the amount of the bid, or by a bid bond secured by an approved surety or sureties in accordance with Secs 103.4.2 and 103.4.3, for no less than five percent of the amount of the bid.

102.9.1 Bidders may choose to submit a paper or electronic bid guaranty in accordance with Sec 102.9.

102.9.1.1 The electronic bid bond shall be part of the digitally signed bid and be verified via digital encryption by the bonding agent.

102.9.1.2 Paper bid guaranty utilized in conjunction with an electronic bid must be delivered or mailed to the City of Grandview Public Works Department 1200 Main St Grandview, Mo 64030 prior to the designated bid opening. The paper bid guaranty must be in a sealed envelope. The outside of the envelope must contain a label stating 1) bid guaranty enclosed, 2) project name as shown in bid documents, 3) complete name of bidder, and 4) date and time of bid opening as announced in the advertisement for bids for the project. The sealed envelope with information label may be delivered to the City of Grandview Public Works Department within a delivery envelope/package.

102.9.1.3 For paper bids, the paper bid guaranty will be included in and submitted with the sealed bid envelope in accordance with Sec 102.10

102.10 Delivery of Bids. Bids submitted electronically via the internet shall be made using the latest version of BidExpress®, and be submitted using the BidExpress® website. All bids shall be filed prior to the time specified in the notice to contractors. BidExpress® will not accept any bids submitted after that time.

102.10.1 When specifically permitted by the Job Special Provisions and Notice of Bid Opening, paper bids shall be submitted in a sealed envelope that clearly indicate the bidder's name, bidder's address, project name, and project number on the outside of the envelope. If sent by mail, the sealed bid shall be addressed to the **City Clerk of City of Grandview, Attention Bid** at the address specified in the bidding documents. All bids shall be filed prior to the time and at the place specified in the notice to contractors. Bids received after the time for opening of bids will be returned to the bidder unopened.

102.10.2 If a bidder submits a bid electronically via BidExpress® and also submits a paper bid for the same project, both bids will be considered irregular in accordance with Sec 102.8.

102.11 Withdrawal or Revision of Bids. A bidder may withdraw or revise a paper bid after the bid has been deposited with the City provided the revision or the request for such withdrawal is received in writing by the City Clerk of the City of Grandview, at the address specified in the bidding documents, before the time set for opening bids.

102.11.1 Any request for withdrawal of a bid submitted electronically shall be completed through Bid Express® prior to the time set for opening bids. The bidder may submit multiple electronic bids on the same project, however, the last bid received supersedes all previous submittals.

102.12 RESERVED – Intentionally left blank.

102.13 Public Bid Opening. Bids will be opened and the bid totals made public.

102.14 Disqualification of Bidders. Any one or more of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of the bid or bids:

(a) More than one bid is received for the same work from an individual, firm or corporation under the same or different name, or from different firms or corporations having common ownership, control or "Principals" that are affiliated, as described in Sec 108.13. However, a bidder may submit a bid as principal and as a subcontractor to some other principal or may submit a bid as a subcontractor to as many other principals as the bidder desires and by so doing will not be liable to disqualification in the intent of this specification.

(b) There is reason for believing that collusion exists among the bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until any such participant has been reinstated.

(c) The bidder or any officer, shareholder, owner or director of the bidder, has been terminated, debarred or suspended as an eligible contractor or bidder by any agency of the USA, the State of Missouri or any other state or any city, county, municipal corporation or other political subdivision.

(d) The City has determined or finds that the bidder is not responsible.

(e) The bidder is a person or firm not a resident of Missouri and has failed or refused to comply with the Missouri laws relating to nonresident or transient employers or is prohibited by Section 285.230 RSMo from contracting for or performing labor on a Missouri public works project.

102.15 Right to Reject Bids. The City reserves the right to reject any bid and also the right to reject all bids. All bids may be rejected for, without limitation, the following reasons:

- (a) If in the opinion of the majority of the members of the Board of Aldermen of the City, the lowest bid or bids are excessive.
- (b) The advertised bidding or contract documents are inadequate, ambiguous or otherwise deficient in any respect.
- (c) The construction of all or any part of the project is no longer required.
- (d) The bids received indicate that the quality requirements in the bidding or contract documents were overstated.
- (e) The bidding and contract documents did not include all of the intended evaluation factors.
- (f) The bids were not independently arrived at in open competition.
- (g) There are indications that any of the bids were collusive or were submitted in bad faith.
- (h) The bids received did not provide sufficient competition to ensure adequate price.

102.16 RESERVED – Intentionally left blank.

102.17 RESERVED – Intentionally left blank.

102.18 Certifications. The bidder makes the following certifications by signing and submitting the bid.

102.18.1 RESERVED – Intentionally left blank.

102.18.2 RESERVED – Intentionally left blank.

102.18.3 Certification Regarding Anti-Collusion. In accordance with 23 USC 112, the bidder shall certify, under penalty of perjury, that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

102.18.4 RESERVED – Intentionally left blank.

102.18.5 Certification Regarding Missouri Domestic Products Procurement Act. This certification will apply to all projects, except those specifically noted within the bid documents as being exempt. The bidder's attention is directed to Sections 34.350 through 34.359 RSMo 2000, which requires all manufactured goods or commodities used or supplied in the performance of the contract or any subcontract to be manufactured, assembled or produced in the USA. Sections 34.350 through 34.359 RSMo will not apply if the total bid is less than \$25,000.00.

102.18.5.1 Section 34.355 RSMo requires the vendor or bidder to certify compliance with Section 34.353 RSMo and, if applicable, Section 34.359 RSMo at the time of bidding and prior to payment. Failure to comply with Section 34.353 RSMo during performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

102.18.5.2 The bidder shall certify that all the specified goods or products for which this bid was solicited are manufactured, assembled or produced in the USA. If there are any exceptions, the bidder shall submit a list of the exceptions on company letterhead, signed by the bidder and attached to the inside of the bid submitted. The list shall include the pay item number and the location where the item is manufactured. The bidder shall identify any of the exceptions in the list that are specified goods or products that are treated as manufactured, assembled or produced in the USA under an existing treaty, law, agreement or regulation of the USA regarding export/import restrictions and international trade.

102.18.5.3 The bidder shall notify the contact listed in the Request for Bid of any specified goods or products that cannot be manufactured, assembled or produced in the USA in sufficient quantities or in time to meet the contract specifications.

102.18.5.4 The bidder shall certify that the bid complies with all provisions of Section 34.350 *et seq* RSMo.

102.19 Preference for Missouri Products. By virtue of statutory authority, a preference will be given, on projects other than federal aid projects, to material, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, where same are of a suitable character

and can be obtained at reasonable market prices in the state and are of a quality suited to the purpose intended and can be secured without additional cost over foreign products or products of other states.

FOR REVIEW ONLY

SECTION 103
AWARD AND EXECUTION OF CONTRACT

103.1 Consideration of Bids. After bids are opened and the bid totals read, the bids will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule multiplied by the unit bid prices. The results of such comparisons will be available to the public within two business days.

103.2 Award of Contract.

103.2.1 The contract will be awarded by the City to the lowest responsible bidder as soon as practical after the opening of the bids. The responsibility of the contractor will be determined by the City based on, but not limited to, previous work, financial standing and record for the payment of the contractor's obligations. The successful bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and the contract has been awarded.

103.2.2 The City may make a contingent award to the second lowest responsible bidder. If the low bidder fails to execute the contract in accordance with this section, the contract will be offered to the second lowest responsible bidder in accordance with the contingent award made by the City within 25 days after the original award date. The second low bidder shall then be bound by the same requirements as specified for the lowest responsible bidder. The Notice to Proceed may be extended by the number of days between the original City award and the day the contract has been mailed to the second lowest responsible bidder. If the contract time for completion of the work is set solely by completion date, then the completion date may be extended by the number of days between the original City award and the day the contract was mailed to the second lowest responsible bidder. The new contract will be adjusted to reflect these changes, if appropriate.

103.2.2.1 If the second low bidder is not able to perform the work at the unit prices bid by the second low bidder due solely to the fact that the low bidder is unable to perform as a subcontractor in accordance with Sec 103.6, and the second low bidder based its bid upon an offer by the low bidder to perform subcontract work for the second low bidder, the second low bidder will not be required to forfeit its bid bond, providing the second low bidder submits to the City proper documentation that its bid was based on the low bidder's quote. Proper documentation shall include, but is not limited to, a letter to the City describing the work that was to be performed by the low bidder as a subcontractor, all quotes the contractor received and all documentation for the work in question.

103.2.2.2 RESERVED – Intentionally left blank.

103.2.3 When the tabulated lowest bids are equal in all respects, including price, the successful bidder will be determined by a formal drawing of lot limited to the tied bidders. Tied bidders will be notified of the location and time of the drawing and have the opportunity to attend, but attendance will not be required.

103.2.4 Alternate Bids. In making the award, if alternate bids have been requested, that alternate that will be in the best interest of the City will be used.

103.2.5 Federal and/or State Concurrence. If the USA, State of Missouri, or any agency thereof is paying all or a portion of the cost of construction of the project, the award made by the City will be tentative until proper federal and/or state concurrence therein has been received.

103.3 Return of Bid Guaranty. The bid guaranty, whether check or bid bond, of the low bidder will be retained until the contract has been executed by the successful bidder, all insurance requirements have been met and a satisfactory contract bond furnished. The check of the low bidder will then be returned. The bid guaranty of the second low bidder will be returned when the City has determined that award will not be made to that firm. If errors or irregularities appear in the bid of either of the two lowest bidders that creates doubt as to the status of such a bid, the bid guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, the checks of the other bidders will be returned. Any bid bond furnished as a bid guaranty will be returned only upon request of the bidder furnishing the bid bond. If an award is not made, all checks will be returned to the bidders.

103.4 Contract Bond Required.

103.4.1 The successful bidder shall, at the time of the execution of the contract, furnish a contract bond in a sum equal to the contract price. The bond shall be to the City of Grandview, on a form provided by the City and with surety or sureties acceptable to the City. The bond, if executed by a surety that is a corporation organized in a state other than Missouri, shall be signed by an agent or broker licensed by the Missouri Department of Insurance. All bids shall be submitted on the basis of furnishing a contract bond executed by an approved surety or sureties, as herein set out. The surety's liability under the contract bond and contract shall not be limited to the penal sum as set forth in the contract bond. The surety shall be liable and responsible to the City for the contractor's entire performance and of all obligations arising under or

from the contract, which shall include, but is not limited to any change orders issued under the contract that increase the cost of the contract.

(a) Except on projects where the federal government is participating in the cost of construction, the bond shall be a Performance, Payment, and Maintenance Bond. The bond will ensure the proper and prompt completion of the work in accordance with the provisions of the contract, the contractor's compliance with all of the terms and conditions of the contract, all obligations on the contractor's part to be performed and payment of all obligations to the City by the contractor, including any indebtedness, liquidated or unliquidated, for any reason relating to or arising from the contract, and to ensure payment for all labor performed and material consumed or used in the work. The bond shall remain in effect for a period of two years past the date of acceptance of the project by the City of Grandview Board of Aldermen, ensuring the contractor replaces all defective parts, materials and workmanship constructed as part of the contract.

(b) On projects where the federal government is participating in the cost of construction, the bond shall be a Performance/ Payment Bond. The bond will ensure the proper and prompt completion of the work in accordance with the provisions of the contract, the contractor's compliance with all of the terms and conditions of the contract, all obligations on the contractor's part to be performed and payment of all obligations to the City by the contractor, including any indebtedness, liquidated or unliquidated, for any reason relating to or arising from the contract, and to ensure payment for all labor performed and material consumed or used in the work.

103.4.2 Certificate of Authority. Any surety company that proposes to execute a bond as required by the contract shall, upon request, furnish to the City a certified copy of the surety's certificate of authority to transact business in the State of Missouri.

103.4.3 Surety Acceptability. A surety will be acceptable to the City if the surety is listed in the current United States Department of the Treasury, Fiscal Service, Department Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*. Individual contract bonds may not be in excess of the underwriting limitation listed in the circular.

103.5 Execution of Contract. The individual, partnership, corporation or joint venture awarded the contract shall return the prescribed copies of the contract and bond, properly executed, to the office of the City within 5 days after the unexecuted contract has been mailed or provided to the bidder. No bid shall be considered binding upon the City until the contract has been awarded by the City, and until the successful bidder has executed and returned the contract and a satisfactory bond. No contract will be effective until the contract has been executed by all parties.

103.6 Failure to Execute Contract. Failure to execute the contract or to file an acceptable contract bond within 5 days after the unexecuted contract has been mailed or provided to the bidder will be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety or failing to execute the contract within the time provided resulting in a cancellation of the award to that bidder, disqualifies that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the City project or projects that are the subject of that bid, as a prime contractor, a subcontractor or a supplier.

SECTION 104
SCOPE OF WORK

104.1 Intent of Contract. The contractor shall complete the work described and furnish all resources required to complete the work under the contract.

104.2 Differing Site Conditions. If differing site conditions are encountered during the progress of the work, the discovering party shall promptly notify the other party in accordance with Sec 104.4. No further disturbance of the site or performance of the affected work shall be done after the alleged differing site conditions are noted, unless otherwise directed in writing by the engineer.

104.2.1 Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor whether or not an adjustment of the contract is warranted.

104.2.2 No contract adjustment that results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice as specified in Sec 104.4.

104.2.3 No contract adjustment will be allowed under this section for any effects caused on unchanged work.

104.2.4 Payment will be determined in accordance with Sec 109.4 and adjustments in contract time will be determined in accordance with Sec 108.14.

104.3 Changes in the Work. When considered necessary to satisfactorily complete the project, the engineer reserves the right to provide written notice to the contractor, at any time during the contract, to change quantities or make other alterations for which there are no provisions included in the contract. Such changes in quantities and alterations in the work will not invalidate the contract, require consent of the surety, nor release the contract surety, and the contractor agrees to perform the work as altered. Alterations of plans or of the nature of the work will not involve work beyond the termini of the proposed construction, except as may be necessary to satisfactorily complete the project.

104.3.1 If the alterations or changes in quantities do not cause a significant change in the work to be performed under the contract, payment for the altered work will be determined in accordance with Sec 109.3 for all work for which a contract unit price exists, and Sec 109.4 for all other work. The basis for the adjustment for work for which no unit price exists shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable. If the directed changes require additional time to complete the contract, adjustments in the contract time will be determined in accordance with Sec 108.7.

104.3.2 If the alterations or changes in quantities cause significant change in the work under the contract as defined in Sec 101 an adjustment will be made to the contract. This adjustment will occur whether such alterations or changes are in themselves a significant change in the work or by affecting other work, causing such other work to become significantly different. Payment will be determined in accordance with Sec 109.3 or Sec 109.4. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable. If the directed changes require additional time to complete the contract, adjustments in the contract time will be determined in accordance with Secs 108.7 or 108.14, as appropriate.

104.4 Notification of Differing Site Conditions and Changes in the Work. The contractor shall promptly notify the engineer of alleged changes to the contract due to differing site conditions, altered work beyond the scope of the contract, or actions taken by the City that changed the contract terms and conditions. Within five business days of the date the alleged change or action was noted, the contractor shall provide the following information to the engineer in writing:

- (a) The date of occurrence and the nature of circumstances of the occurrence.
 - (b) The name, title and activity of City personnel having knowledge of the matter.
 - (c) The identity of any documents and the substance of any oral communications involved.
 - (d) The basis for a claim of accelerated schedule performance.
 - (e) The basis for a claim that the work is not required by the contract.
- (1) The particular elements of contract performance for which additional compensation, compensable or excusable delay may be sought under this section including:

- (1) Pay items that have been or will be affected.
- (2) Labor or material, or both, that will be added, deleted or discarded and what equipment will be idled, extended or required on the project.
- (3) Delay and disruption in the manner and sequence of performance that has been or will be caused.
- (4) Estimated adjustments to contract prices, delivery schedules, staging and contract time.
- (5) Estimate of the time within which City must respond to the notice to minimize cost, delay or disruption of performance.

104.4.1 For good cause the engineer may extend the time for the contractor to provide any part of the above information.

104.4.2 The failure of the contractor to provide notice and other information in accordance with the procedures of Sec 104.4 will constitute a waiver of any and all claims that may arise as a result of the allegations.

104.5 Response to Notification of Differing Site Conditions and Changes in the Work. Following submission of the Sec 104.4 notification to the engineer, the contractor shall continue diligent prosecution of the work not affected by the notification, unless directed otherwise in writing by the engineer. Within ten business days after receipt of notification, the engineer will respond in writing to the contractor to:

- (a) Confirm or deny that a change occurred and specify future action to be performed by the contractor and the engineer, or
- (b) Advise the contractor that specific additional information is needed and the date the information is to be received by the engineer for further review. For good cause, the engineer may extend the time for the contractor to provide any of the additional information. The engineer will respond within ten days of receipt of additional information from the contractor. Any adjustments made to the contract will not include increased cost or time extensions for delay if the contractor fails to provide the information required in the notice or the requested additional information by the date specified.

104.6. RESERVED – Intentionally left blank.

104.7 Maintenance of Traffic Operations During Construction.

104.7.1 The contractor shall maintain the flow of all traffic over the project, at the contractor's expense, unless otherwise specified in the contract. Provisions for local traffic, including bicycle and pedestrian traffic, shall be made by the contractor, at the contractor's expense, at all times during construction, unless otherwise specified in the contract.

104.7.2 RESERVED – Intentionally left blank.

104.7.3 If the contractor is required to maintain the flow of traffic over the project, including constructed detours or bypasses, such maintenance shall be construed to mean the satisfactory handling of all traffic to maintain safe and substantially uninterrupted flow. The contractor shall maintain the roadbed substantially free of ruts, holes and detrimental surface deformations. The contractor shall control the height of vegetation for traffic safety, and shall provide and maintain in a safe condition approaches, crossings and intersections with abutting property, railroads, trails, roads and streets. Such maintenance shall be performed as necessary from the day the contractor starts construction operations under the contract. Snow removal will not be required of the contractor.

104.7.4 When it is to the advantage of the City and not required as part of the projects phasing plans or other contract specifications or documents, projects involving pavement may be opened to traffic as soon as the surface has been sufficiently cured, even though other items of work may not be completed. Such projects or portions of projects will be inspected and a partial acceptance made as to the work completed, and the contractor will be required to complete any remaining construction items under traffic.

104.7.5 When the engineer opens for use by traffic any unfinished portions of the project as provided under Secs 104.7.4, the contractor will be compensated in accordance with Sec 109.4 for any documented actual additional costs approved by the engineer. Any documented inefficiencies, delays or other time related effects approved by the engineer will be an excusable delay only as provided by Sec 108.14.

104.8 RESERVED – Intentionally left blank.

104.9 Rights In and Use of Material Found on the Work. The contractor, with written approval from the engineer, may use in the construction of the project any stone, gravel or sand found in the excavation that conforms to the requirements of the specifications for material. The City will not pay for damages or for anticipated profits on account of the expected use of any material shown on the plans as existing and later found to be nonexistent or unfit for use. Unless authorized in writing by the engineer, the contractor shall not excavate or remove from within the right of way or easements any material that is not within the excavation limits as indicated by the slope and grade lines.

104.10 Mailboxes, Signs and Markers.

104.10.1 Mailboxes. Mailboxes within the limits of the project that will interfere with operations shall be removed by the contractor before work is begun. Mailboxes shall be set temporarily where the mailbox will be accessible to both the carrier and the patron, and shall be properly reset by the contractor at designated locations before final acceptance of the work by the City. Mailboxes damaged by the contractor shall be replaced by the contractor at the contractor's expense. All mailbox supports set by the contractor shall be in accordance with AASHTO guidelines. Mailboxes may be reset by the contractor using only approved supports furnished either by the postal patron or the contractor. No direct payment will be made for the removal, relocation or replacement of mailboxes or supports.

104.10.2 Signs and Markers. Signs and markers within the limits of the project that will interfere with operations shall be removed by the contractor before work is begun. All such signs and markers required for safe control and guidance of traffic shall be temporarily reset, readily visible to traffic, and shall be maintained in a satisfactory condition. If the nature of the work makes temporary relocation impractical, the signs shall be placed on movable supports and maintained in accordance with the supplemental conditions. Stop and yield signs at intersecting roadways shall be maintained where signs are readily visible to traffic at all times. Other individual signs may be moved aside only when signs interfere with actual operations. All required signs and markers shall be properly located to control traffic at all times. Final removal of signs and markers will be permitted only when permanent signs and markers have been installed. All signs and markers will remain the property of the City and shall, after final removal, be delivered without damage to locations within the project limits as directed by the engineer. No direct payment will be made for removal, relocation, temporary supports, maintenance or final removal and delivery of signs and markers. Any signs damaged either directly by contractor or by the failure of contractor to properly protect the signs shall be replaced by the contractor at the contractor's expense.

104.10.3 Right of Way Markers and Plaques. All right of way marker posts or markers damaged by the contractor's operations shall be replaced at the contractors' expense.

104.11 Final Clean Up. Before final acceptance, the contractor shall restore to a condition equal to or better than that existing prior to construction all property, both public and private, within, adjacent to and beyond the limits of construction that have been disturbed or damaged by prosecution of the work. Restoration work shall be at the contractor's expense.

104.12 Requirements for Projects Involving Work On Railroad Right of Way.

104.12.1 All work on, over or under railroad right of way shall be performed by the contractor without damage to the facilities and property of the railroad or the railroad's lessees, and in strict observance of requirements of the engineer and railroad for the safety of railroad property and operations. The contractor shall maintain the existing or proposed depth and section of the ditches along the tracks of railroads through the limits of construction. Any sediment resulting from new construction shall be promptly removed.

104.12.2 The contractor shall indemnify the railroad for any loss or damage to the railroad property, right of way, tracks and other facilities, hereafter referred to as property, caused by acts or omissions of the contractor, or any of the contractor's subcontractors, in performing work on a project, whether on, over, under or in the vicinity of railroad property. In the event the contractor fails to restore railroad property immediately to a condition acceptable to the railroad when any such loss or damage to railroad property is

called to the contractor's attention by the railroad, then the railroad may perform such corrective work at the contractor's cost.

104.12.3 Prior to beginning any work on, over or under railroad right of way, the contractor shall

- (a) furnish to the railroad's engineer evidence of "Commercial Auto Liability Insurance," "Commercial General Liability Insurance" and "Railroad Protective Liability Insurance" in accordance with the contract documents and special provisions, which will establish the limits of each type of insurance.
- (b) obtain any permits required of the contractor by the railroad.
- (c) comply with all safety training and certification required by the railroad of the contractor's employees.

The contractor shall be responsible for any and all costs, directly or indirectly, associated with complying with these requirements. Any delays due to compliance with the above will be considered non-compensable delays for which Section 109.11 does not apply.

104.12.4 The term "loss or damage" as used in Sec 104.12 will include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on railroad property.

104.12.5 Work performed on, over or under railroad right of way will be subject to the inspection of railroad representatives.

104.12.6 The City will make provisions for any temporary removal of railroad or railroad lessees' facilities that are to be moved. If so specified in the Contract, the actual performance of this removal will be done by the contractor and paid for per the appropriate bids item(s) of the Contract

104.12.7 The contractor shall in no way hold the City liable for delay caused by securing the railroad company's approval of construction features involved in placing any grade separation structure, the removal of any structures over the railroad's right of way, boring beneath the tracks, shoring plans that could affect the railroad's facilities or operation or any changes from the design plans that appear desirable during construction.

104.12.8 Construction requirements for projects involving work upon railroad right of way will be as follows.

104.12.8.1 Fiber optic, communications, control systems and other types of cable may be buried on railroad property. Before beginning work, the contractor shall contact the railroad to determine if cable systems are buried on the railroad property to be used by the contractor.

104.12.8.2 The contractor shall provide a minimum construction vertical clearance of 21 feet 6 inches above the top of rails and a minimum construction lateral clearance of 10 feet from the center line of track to the nearest temporary construction falsework. The contractor shall provide the minimum final lateral and vertical clearances as shown on the plans.

104.12.8.3 The contractor shall arrange with the railroad for installation of any temporary crossings.

104.12.8.4 The contractor shall notify the railroad and shall arrange for adequate protection of railroad property and operations under the following situations and conditions:

- (a) When performing any work or operations closer to railroad tracks than the minimum construction clearances specified in Sec 104.12.8.2 and set forth in schedule of rates in Sec 104.12.9.
- (b) When performing work on those portions of the structure located over or under railroad tracks.
- (c) When using any temporary crossing of railroad tracks and right of way.

104.12.8.5 Arrangements for flagging shall be made in accordance with the contract documents and job special provisions.

104.12.8.6 When performing work near the railroad tracks, the contractor shall, at the end of each work day, inspect the track area and clean up any debris. When the project is completed, the contractor shall remove any debris or material dropped on the railroad from the railroad right of way.

104.12.9 Requirements for projects involving rates of pay and other related costs for protective services required by the railroad will be as follows.

104.12.9.1 The services of one track foreman or other railroad employees qualified to protect railroad operations in accordance with railroad's rules, will be required during any construction operations involving direct interference with railroad tracks or traffic, the fouling of railroad operating clearances or reasonable probability of accidental hazard to railroad traffic. Services of additional railroad personnel for flagging protection will be required whenever such protection is needed when required by the railroad's authorized railroad representative.

104.12.9.2 The rate of pay per hour for each flagger shall be the prevailing hourly rate for the class of employee used in accordance with labor agreements and schedules in effect at the time the work is performed.

104.12.9.3 One and one-half times current hourly rate shall be paid for overtime, Saturdays and Sundays. Two and one-half times current hourly rate shall be paid for holidays. In this case holidays shall be those days defined as holidays by the involved railroad and not those defined in Section 102.2.

104.12.9.4 Wage rates are subject to change at any time by law or by agreement between the railroad and railroad employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges, such as labor surcharges, are also subject to change. If the wage rates or additional charges are changed, the contractor shall pay on the basis of the new rates and new charges.

104.12.10 Requirements for projects involving reimbursement for work upon railroad right of way will be as follows.

104.12.10.1 The contractor shall reimburse the railroad for all costs of installation, maintenance and removal of any temporary crossings.

104.12.10.2 The contractor shall reimburse the railroad for all costs of protective services, such as flaggers, required by the railroad for the protection of railroad property and operations in accordance with Sec 104.12.9. All such costs shall be determined on the basis of rates of pay and other related costs actually in existence at the time protective services are furnished. Payments will be made by deduction of funds from the contractor's periodic progress payments.

104.12.10.2.1 Reimbursement shall cover the full eight hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other work.

104.12.10.2.2 Reimbursement will be required for any day not actually worked by said flagger following assignment to work on the project for which the railroad is required to pay the flagger and that could not reasonably be avoided by the railroad by assignment of such flagger to other work, even though the contractor may not be working during such time.

104.12.10.3 The contractor shall reimburse travel expenses to the railroad in addition to the rate of pay indicated in Sec 104.12.9.

104.12.10.4 The railroad shall have the right to bring an action directly against the contractor to recover any loss or damage sustained by the railroad by reason of the contractor's breach of agreements contained in Sec 104.12.

104.12.10.5 In addition to such remedies of the railroad, the City will withhold from final payment due to the contractor the amount reasonably necessary to reimburse the railroad for such loss or damage, or for performing such work.

104.12.10.5 The contractor shall reimburse the railroad or the appropriate party designated by the railroad for all costs in training the contractors employees in railroad safety.

104.12.11 All costs incurred by the contractor in complying with Sec 104.12 will be considered covered by the contract unit price for various items of work included in the contract.

104.13 Warranty of Electrical and Mechanical Equipment.

104.13.1 On all contracts requiring the contractor to furnish and install electronic, electrical or mechanical equipment, the contractor shall obtain, assign and furnish to the City written manufacturer's warranties for all such equipment consistent with those provided as customary trade practice. Additionally, a contractor's warranty providing for satisfactory in-service operation shall be provided for a minimum period of two years from the date of project acceptance.

104.13.2 If the equipment fails to perform satisfactorily for the specified length of time, the manufacturer or the contractor shall replace or repair the equipment as necessary to restore required performance.

SECTION 105 CONTROL OF WORK

105.1 Authority of the Engineer. The engineer will decide all questions that may arise as to the quality, quantity and acceptability of material furnished and the work performed, and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; all questions of classification; the proper compensation for the performance or breach of the contract; and all claims or controversies of any character whatsoever in connection with or growing out of the construction, whether claimed under the contract, under force account, under quantum merit or otherwise.

105.1.1 Decisions of the Engineer. The engineer's estimates and decisions shall be final, binding, and conclusive upon all parties to the contract.

105.1.2 Suspension of Work. The engineer may suspend the work wholly or in part in accordance with these provisions. The suspension may be given verbally, but will be followed in writing immediately.

105.1.2.1 The engineer may suspend the work wholly or in part for the contractor's failure to:

- (a) Correct conditions unsafe for the project personnel or general public.
- (b) Carry out provisions of the contract.
- (c) Carry out orders of the engineer.

105.1.2.2 Suspensions in accordance with Sec 105.1.2.1 will be nonexcusable and noncompensable.

105.1.2.3 Work may also be wholly or partially suspended for:

- (a) Periods necessary due to unsuitable weather.
- (b) Conditions considered unsuitable for the prosecution of the work.
- (c) Any condition or reason determined to be in the public interest.

105.1.2.4 Suspensions in accordance with Sec 105.1.2.3 may be excusable and may be compensable as determined by the engineer in accordance with Sec 108.

105.2 Plans and Working Drawings. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings for structures shall be furnished by the contractor and shall consist of such detailed plans as may be required to adequately control the work and which are not included in the plans furnished by the City. Required working drawings must be accepted by the engineer, and such acceptance shall not relieve the contractor of any responsibility under the contract for the successful completion of the work.

105.3 Conformity with Contract Documents. All work performed and all material furnished shall be in accordance with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown in the contract documents.

105.3.1 If the engineer finds the material or the finished product in which the material was used is not in accordance with the contract documents, but that reasonably acceptable work has been produced, a determination will be made if the work will be accepted and remain in place. In this event, the engineer will document the basis of acceptance by contract modifications that may provide for an appropriate adjustment in the contract price for such work or material as deemed necessary to conform to the determination based on engineering judgment.

105.3.2 If the engineer finds the finished product to be unacceptable as a result of the contractor's method of operation or the use of unacceptable material, the work shall be removed and replaced or otherwise corrected by the contractor at the contractor's expense.

105.4 Coordination of Contract Documents. The contract documents are essential parts of the contract, and a requirement occurring in one shall be as binding as though occurring in all. Contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy among contract documents, the governing ranking will be:

- (a) Job Special Provisions
- (b) Project Specific Drawings

- (c) General Provisions
- (d) City of Grandview Supplemental Specifications
- (e) City of Grandview Standard Drawings
- (f) KCAPWA Standard Specifications
- (g) KCAPWA Standard Drawings
- (h) Bid Items or Quantities

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

105.4.1 All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the contract documents. If an error or omission is discovered, the engineer shall be notified promptly so corrections and interpretations necessary to fulfill the intent of the contract can be made. A failure to give notice shall render the effects of any error or omission noncompensable and any delay nonexcusable.

105.5 Cooperation by Contractor. The contractor shall maintain at least one set of contract documents at the work site at all times. The contractor shall receive two sets of executed contract documents and two field copies of plans from the City.

105.5.1 The contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the engineer and other contractors in every possible way.

105.5.2 The contractor shall have at the work site at all times work is being performed by the contractor or a subcontractor, as the contractor's agent, a competent individual capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, whom shall receive instructions from the engineer. That individual shall have full authority to execute orders or directions of the engineer without delay and to promptly supply material, equipment, tools, labor and incidentals as may be required. The name and title of the agent, as well as emergency contact information, shall be provided to the engineer, in writing, prior to the start of any work on the project.

105.6 Cooperation Between Contractors. The City reserves the right at any time to contract for and perform other or additional work on or near the project limits covered by the contract.

105.6.1 If separate contracts are awarded within the limits of any one project, each contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Full cooperation of the contractors involved, in careful and complete coordination of their respective activities in the area, will be required.

105.6.2 Each contractor and surety involved shall assume all liability, financial or otherwise, in connection with the contract and shall indemnify and save harmless the City, and the City's agents, employees and assigns from any and all damages or claims that may arise because of inconvenience, delay or loss experienced, caused or contributed to by the contractor because of the presence and operations of other contractors working within the limits of the same project.

105.6.3 The contractor shall schedule and conduct work and shall place and dispose of material being used so as not to interfere with or cause unnecessary inconvenience or delay to the operations of other contractors within the limits of the same project. The contractor shall join work with other contractors as required by the contracts or in a manner acceptable to the engineer and shall perform the work in proper sequence with the work of the other contractors. When necessary for proper prosecution of work, each contractor shall permit the other contractors access through overlapping construction areas and shall permit the use of any access or haul roads.

105.7 Cooperation With Utilities. All utility facilities and appurtenances, except City Owned Utilities, within the project limits shall be installed or relocated by the utility owner, unless specified otherwise. Responsibility for the installation and/or relocation of City Owned Utilities will be as indicated in the Contract documents.

105.7.1 The contractor shall cooperate with utility owners and the engineer in the installation and relocation of utility facilities to minimize effects on the contractor's work, interruption to utility service and duplication of work by the utility owners. Facilities or appurtenances that are to remain in place during construction shall be accounted for and protected by the contractor's work procedures.

105.7.2 The contractor shall notify Missouri One Call (800-344-7483) with its intent to excavate, as described in Chapter 319 RSMo. Locations of all utility facilities and appurtenances within the project limits will be provided by utility owners and may not be exact, particularly with regard to underground.

105.7.3 The contractor shall proceed in a safe and prudent manner to prevent damage to all public and private utilities. Repairs to damaged utilities caused by negligent or wrongful acts or omissions on the part of the contractor shall be corrected at the contractor's expense. Damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred.

105.7.4 In the event of any damage, dislocation or disturbance of any underground facility in connection with any excavation, the contractor shall immediately notify Missouri One Call and cooperate with the utility owners until their facilities have been restored. Work shall not begin around any fire hydrants until provisions for continued service have been made and approved by the local fire authority and Jackson County Public Water District #1 .

105.7.5 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractor's operation. The contractor shall hold and save harmless the City from damages to any utility facility's interruption of service by it or its subcontractor's operation.

105.7.6 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Sec 105.7.6.1. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

105.7.6.1 When the failure of the owners of utility facilities to cooperate and coordinate their work with that of the contractor results in actual delay to the contractor in the overall completion of the contractor's work, such delay will be considered in the count of working days or date specified for completion as contractor's sole compensation from the City, provided the contractor notified the engineer in writing of the delay at the time the delay occurred.

105.7.7 Should there be located within the right of way any public or private utility facilities that are to remain in place and that will interfere with the contractor's proposed methods of operation, the contractor, in cooperation with the engineer, shall make all necessary arrangements with the owner for any temporary or permanent removal or relocation of such facilities desired for the contractor's convenience. Any cost involved shall be at the contractor's expense.

105.7.8 If utility facilities or appurtenances are found that are not noted in the contract documents and could not be discovered in accordance with Sec 102.5, the engineer will determine whether relocation of the utility is necessary to accommodate construction. If relocation is necessary, the engineer will make necessary arrangements with the utility owner and the contractor. Compensability and excusability will be determined under Secs 104 and 108.

105.8 Construction Stakes, Lines and Grades. Surveying, project layout and setting of construction stakes will be the responsibility of the contractor.

105.8.1 The construction staking necessary to construct this project shall be performed by or under the direction of a registered professional engineer/surveyor, who shall be employed by the contractor.

105.8.2 All surveying work performed by the contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project which result from insufficient or inaccurate staking or time lost for corrective action will be considered as a nonexcusable and noncompensable delay.

105.8.3 Payment for surveying and staking will only be made when a pay item is provided in the contract. If no pay item is provided, all costs associated with surveying and staking shall be considered included in the cost of other bid items.

105.9 RESERVED – Intentionally left blank.

105.10 Inspection of Work. All material and each part or detail of the work will be subject to inspection by the engineer. The engineer shall be allowed unlimited access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

105.10.1 If requested by the engineer, the contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standards required by the contract documents. If the work thus exposed or examined proves acceptable, the uncovering, the removing, recovering or making good the parts removed will be paid for in accordance with Sec 109. If the work so exposed or examined proves unacceptable, the uncovering, removing, recovering or making good the parts removed shall be at the contractor's expense.

105.10.2 Any work done or material used without inspection by an authorized City representative may be ordered removed and replaced at the contractor's expense.

105.10.3 If any unit of government or political subdivision pays all or a portion of the cost of the work covered by the contract, the unit's respective representatives shall have the right to inspect the work.

105.10.4 When any work is being done on, over or under railroad right of way, on MoDOT right of way, or adjustments are being made to any public or privately-owned utility facility, the respective representatives shall have the right to inspect the work.

105.10.5 Inspections authorized in Secs 105.10.3 and 105.10.4 will not make any of these agencies a party to the contract or affect the rights of the parties to the contract.

105.10.6 Adequate provisions for lighting, meeting the prior approval from the engineer, shall be provided by the contractor to permit satisfactory construction and inspection of all work done and material produced.

105.10.7 Final Inspection. Upon presumptive completion of the entire project, the engineer will make an inspection. If all construction contemplated by the contract has been completed to the engineer's satisfaction, that inspection will constitute the final inspection. The engineer will make the acceptance for maintenance upon completion of the final inspection. The engineer will notify the contractor in writing of acceptance for maintenance as of the date of the final inspection, with the exception of items covered by item specific performance bonds. Within 30 days following receipt of all final documentation for the project from the contractor, the project will be presented to the City's Board of Aldermen for final acceptance.

105.10.7.1 Following the final inspection, the contractor, subcontractors and suppliers will be relieved of any new or additional liability to third parties for personal injury, death or property damages which may be alleged to result from the design or construction of the work, unless additional work on the right of way will be required by the engineer.

105.10.7.2 Nothing in Sec 105.10.7 shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death or property damages which may have occurred prior to the final inspection of the work.

105.11 Unauthorized and Defective Work.

105.11.1 All changes in the work or departures from the plans will be considered unauthorized and at the contractor's expense unless, before proceeding with the work, the contractor has a copy of a change order signed by all parties whose signatures are provided for. Change order will be prepared by the engineer and contain complete detailed instructions regarding the proposed changes. Any departure from the instructions contained in such a written order will be considered unauthorized.

105.11.2 The engineer may order unauthorized work removed and replaced at the contractor's expense.

105.11.3 All construction and materials that have been rejected or declared unsatisfactory shall be remedied or removed and replaced in an acceptable manner by the contractor at the contractor's expense. Upon failure of the contractor to remedy or remove and properly dispose of rejected material or work, or to replace them immediately after receiving written notice from the engineer, the engineer may employ labor to rectify the work, and the cost of rectification will be deducted from any payment due or which may become due the contractor.

105.12 RESERVED – Intentionally left blank.

105.13 Maintenance of the Work. The contractor shall maintain the work during construction until the work is accepted. This maintenance shall be prosecuted such that the roadway or structures are kept in satisfactory condition at all times.

105.13.1 In the case of a contract for placing a course upon a course or subgrade previously constructed, the contractor shall maintain the previous course or subgrade during all construction operations.

105.13.2 No direct payment will be made for maintenance of the work before the work is accepted.

105.14 Failure to Maintain Roadway or Structure. If the contractor's performance at any time fails to comply with the provisions of Sec 105.13, the engineer will notify the contractor of such noncompliance. If notice is provided verbally, notice will be promptly confirmed in writing. If the contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the engineer may immediately proceed to maintain the project, and the entire cost of this maintenance will be deducted from monies due or to become due the contractor.

105.15 Acceptance.

105.15.1 Partial Acceptance. If the contract contains seasonal items, such as sodding, painting or such items as might delay the final completion of the project, a partial acceptance of the completed portion may be made prior to completion of the entire project. If the engineer finds upon inspection that the completed work is in acceptable condition, the contractor will be notified in writing and after such notice has been given, the contractor will be relieved of the duty of maintaining and protecting that work to the extent provided in the notice.

Nothing in the contract shall be construed to relieve the contractor of full responsibility for making good any non-latent defect in work or material found on any section of work prior to final acceptance of the entire project, to alter in any manner the method of payment prescribed in the contract or to constitute a waiver of any claim the City might have against the contractor on the entire project.

105.15.2 Final Acceptance. Upon receipt by the engineer of all project documentation required by the contract and verification by the engineer that all material incorporated into the work has been properly inspected, the engineer will present to the City of Grandview Board of Aldermen for final acceptance and acceptance for maintenance in accordance with Sec 105.10.7. The action taken by the Board of Aldermen concerning final acceptance is a matter of public record. The 2 years maintenance period, if applicable per contract documents, commences on the date of acceptance by the City of Grandview Board of Aldermen

105.15.2.1 Project documentation shall consist of the following: Contractor's Affidavit Regarding Settlement of Claims, Final Change Order, Final Pay Estimate, Affidavit of Compliance with the Prevailing Wage Law, by contractor and all subcontractors. When required by the contract, DBE Participation List and Final Verification and other items will be included as required documentation.

105.15.2.2 Final acceptance will not excuse the contractor's liability or responsibility to the City for any latent defects in the work or material incorporated into the work, or for claims relating to any work or material incorporated into the work.

105.16 Controversies and Claims for Adjustment.

105.16.1 The contractor shall follow the requirements of Sec 104.4 for written notification of differing site conditions or significant changes in the character of work and Sec 108.15 for suspensions of work directed by the engineer. If, after receiving a written reply from the engineer the contractor considers additional compensation is due, the contractor shall file a written notice of claim for additional compensation within 60 days after completing the work in question. The procedure for filing a claim shall be as described in Secs 105.16.6 through 105.16.8.2.

105.16.2 If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or not ordered in writing by the engineer as change in the work, the contractor shall notify the engineer in writing of the intention to make a claim before beginning the work in question. If notification is not given and the engineer is not afforded proper facilities by the contractor to provide necessary inspection and for keeping strict account of actual costs, the contractor agrees to waive any claims for additional compensation. Notice by the contractor and the fact that the engineer has kept account of the costs shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation within 60 days after completing the work in question. The procedure for filing the claim shall be as described in Secs 105.16.6 through 105.16.8.2.

105.16.3 Claims for additional time or compensation under Sec 104 shall be filed within 60 days after completing the work in question. Claims for additional time or compensation in accordance with Sec 108 shall be filed within 60 days after receipt of the engineer's determination. The procedures for filing and the disposition of the claim or controversy shall be in accordance with Secs 105.16.3 through 105.16.9.

105.16.4 If the contractor has any claim against the City arising out of the provisions of the contract or the performance or non-performance thereunder, and is not within the scope of Sec 105.16.1 through 105.16.3, the claim shall be filed within the earlier of:

(a) 90 days after the date of final inspection under Sec 105.10.7.

(b) 60 days after the date of declaration of default or termination of the contract under Sec 108.

(c) As provided in Sec 108 upon a termination of the contract for convenience of the City.

105.16.5 If the City has a claim against the contractor that in any way arises out of the provisions of the contract or the performance or non-performance thereunder, the claim will be filed within 90 days after the date of final inspection under Sec 105.10.7, except for claims of a differing site condition or defects in work or material under Sec 105.15.2.2.

105.16.6 If the claim is against the City, the written claim shall be personally delivered or sent by certified mail to City Clerk of the City. If the claim is against the contractor, the written claim will be personally delivered or sent by certified mail to the contractor at the address shown under the signature on the contract. If the claim is against an assignee, the written claim will be personally delivered or sent by certified mail to the assignee at the address shown on the accepted notice of assignment.

105.16.6.1 This provision shall not extend the claim filing time limits of the contractor or the City in the case of a differing site condition or a suspension of the work under Sec 108.

105.16.6.2 This provision will not limit the City's claim filing time for defects in work or material not discovered within 90 days after the date of final inspection under Sec 105.10.7 or other claim rights not discovered within 60 days of filing of any claim by the contractor, or as to any work covered by a separate or continuing performance bond specified to survive project final acceptance.

105.16.7 Claim submittals on the contractor's part shall be in sufficient detail, as specified in this section, to enable the engineer to determine the basis for additional time or compensation. The following minimum information shall accompany each claim submitted:

- (a) A detailed factual statement of the claim, providing all necessary dates, locations and items of work affected by the claim.
- (b) The date actions resulting in the claim occurred or conditions resulting in the claim became evident.
- (c) A copy of the notice of claim filed by the contractor for the specific claim.
- (d) The name, title and activity of each City employee knowledgeable about facts that gave rise to such claim.
- (e) The name, title and activity of each contractor or subcontractor employee knowledgeable about facts that gave rise to such claim.
- (f) The specific provisions of the contract supporting the claim, and a statement why the provisions support the claim.
- (g) The identification of any pertinent documents, and the substance and date of any material oral communication relating to the claim.
- (h) A statement whether the additional compensation or extension of time is based on the provisions of the contract, including breach of contract, or other basis in law outside the contract, with detailed support of the basis a claim may be made outside the terms of the contract.
- (i) If an extension of time is also sought, the specific days for which the extension is sought and the basis for such a claim as determined by an analysis of the construction schedule.
- (j) The amount of additional compensation sought with an itemized accounting of that amount.

105.16.8 Required Certification of Claims. The claim submittal shall include the contractor's written certification, under oath, attesting to the following:

- (a) The claim is made in good faith.
- (b) Supporting data is accurate and complete to the contractor's best knowledge and belief.
- (c) The amount requested includes all costs related to the specific claim and that no additional related claims will be submitted.
- (d) The amount of the claim accurately reflects the contractor's actual cost incurred. To comply with this requirement, the contractor shall file a notarized statement with the claim, in which the statement includes at least the following:

AFFIDAVIT FOR CLAIM

State of (_____)
ss.
County of (_____)

(Name of the Person Making this Affidavit), the (State Your Title or Position in the Firm) [hereinafter "the Affiant"], of (State the Name of the Firm Submitting the Claim), [hereinafter "the Claimant"], being first duly sworn upon his or her oath, states as follows:

1. This Affidavit is made upon the personal knowledge of the Affiant, and is authorized by the Claimant to be made in behalf of the Claimant.
2. The Claim being submitted by the Claimant to the City of Grandview, Missouri at this time on (Project No.), is made in good faith. The Affiant has the requisite knowledge of the Claim, and the facts and supporting data, to be able to make this Affidavit and accurately attest to the facts herein.
3. The amount requested includes all costs related to the claim or controversy and that no additional claim will be submitted.
4. All documents, records, charts, schedules, computer programs and printouts, and other data of any nature or description, which are submitted in support of this Claim pursuant to Sec 105.16.7 of the General Conditions of the contract dated _____ are accurate and complete in all respects, to the best knowledge and belief of the Affiant and the Claimant.
5. Under all applicable penalties of state or federal law for perjury, submitting a false affidavit or statement, fraud, stealing or other falsification, the Affiant hereby certifies that this Claim for extra compensation and time, if any, submitted herewith by the Claimant for work performed on this contract, is a true and accurate statement of the Claimant's actual costs incurred and time sought in performing the contract work, and is fully documented and supported under and pursuant to the contract described above between the Claimant and the City of Grandview, Missouri.
6. This Affidavit is given in compliance with Sec 105.16 of the General Conditions of the contract.

(Type or Print Name of the Claimant)

By: _____

(Affiant's Legal Signature)

Subscribed and sworn to before me, a notary public, on this day of, (year).

Notary Public

My commission expires:

105.16.8.1 The person signing the claim and affidavit under oath shall be the owner if the contractor is a sole proprietorship, shall be a general partner if the contractor is a partnership, shall be an authorized agent if the contractor is a limited liability company or joint venture, or shall be an authorized officer or member of the board if the contractor is a corporation.

105.16.8.2 No claim shall be deemed filed under the contract by a contractor until:

(a) Every item of information provided for in Sec 105.16.7 has been provided or the contractor makes an affirmative, unequivocal statement as part of its claim that no record, document or information provided for by a specific provision of that section exists, and

(b) The sworn certification precisely as set forth in Sec 105.16.8 has been made and delivered to the City Clerk of the City.

105.16.9 Duty to Supply Records and Information Regarding a Claim or Controversy.

105.16.9.1 Record Retention. From and after the date the contractor determines a cause has occurred for a possible contract adjustment, and notwithstanding any policy the contractor may have regarding record retention, the contractor shall retain all files, records and data, in whatever form, that relate to the contractor's bid and performance of the contract relevant to the possible contract adjustment.

105.16.9.2 Duty to Supply Information. During the review of the claim, the contractor and the contractor's subcontractors and suppliers shall cooperate with City and shall provide, if requested, access to the documents that contain the below information, to the extent requested by City and City's attorneys or consultants. Request for some, but not all, of the following information will not preclude City's right to request the same or additional information at another time:

- (a) Job site superintendent and foreman diaries, daily time sheets and daily reports of all types.

- (b) Any union agreements applicable to the work, including any amendments.
- (c) Insurance, welfare and benefits records.
- (d) Earnings records of salaried and hourly personnel charged as costs of the work.
- (e) Payroll tax and withholding returns.
- (f) Material invoices, purchase orders, and all material and supply acquisition contracts.
- (g) Material cost distribution worksheets.
- (h) Records for all equipment whose use was included either in the bid or which was charged to the project. This should include internal equipment rates used for both purposes, as well as equipment leased from third parties and from affiliates and related parties. All lease or rental agreements shall be provided.
- (i) Vendor rental agreements and contracts with subcontractors and suppliers.
- (j) Payment records and invoices for subcontracted work.
- (k) Canceled checks (payroll and vendors).
- (l) Job cost reports, both periodic and final, and both the summary and supporting reports, for all costs charged to the contract and for any changes to the work, including any reports that compare estimated with actual costs.
- (m) General ledger, general journal (if used) and all subsidiary ledgers and journals, including all supporting documentation pertinent to entries made in these ledgers and journals, whether paper or computer-maintained.
- (n) Financial statements with all footnotes and attachments for all years in which the contractor performed work on the project.
- (o) Depreciation records on all company equipment, and all documents used to develop the actual cost of owning and operating equipment used in the work.
- (p) All documents that reflect the contractor's actual profit and overhead during the time the work was being performed, and for each of the two years prior to the beginning of the project.
- (q) All bid records related to the preparation of the contractor's bid, including the final calculations on which the bid was determined.
- (r) Worksheets, working papers and all other records used in or the product of preparation of the claim. This includes those showing the cost components claimed and how the amounts claimed were computed. Without limitation, this is intended to include personnel and equipment production analysis, schedule analysis, all data inputs used or developed for computer analysis or generation of the claim.
- (s) Projected and actual personnel and equipment loading plans.
- (t) Any internal budget for the project.

105.16.9.3 Confidentiality of Records. The contractor and, if applicable, the contractor's subcontractors and suppliers, shall deliver to City and City's attorneys or consultants, all information and documents requested, notwithstanding any claim of confidentiality or proprietary interest in the records. Subject to the Missouri Sunshine Law, 610.010 et seq. RSMO. City and City's attorneys and consultants will use their best efforts to protect the records and information from disclosure beyond those persons having a need to know the information for the purpose of making a decision regarding the claim, or for law enforcement purposes. The contractor shall identify and segregate any documents or information that the contractor considers particularly sensitive.

105.16.10 On any claim for additional compensation for work on the project, whether claimed under the contract, for a differing site condition, as a change in the work, for breach of the contract, for a positive representation by which the contract was induced or otherwise, the following items shall never be allowable or claimed directly or indirectly:

- (a) Attorney fees, consultant or claims preparation costs, or costs related to litigation.
- (b) Any item that would not be eligible for federal-aid participation under the provisions of 23 CFR 635.124, regardless of whether the project is one approved by the FHWA.

(c) Any item that would be an expressly unallowable cost under the provisions of 48 CFR Part 31, Subparts 31.1 and 31.2, or as it may be amended, superseded or replaced during the life of the contract.

105.16.11 Any claim, controversy or item of any claim or controversy not included in the writings required to be filed in Sec 105.16, or any claim included but not clearly defined and specifically set out, itemized and supported, or any notice or claim not filed within the time and in the manner provided in Sec 105.16, shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, defense, set-off, arbitration or other alternative dispute resolution procedure mutually agreed upon between the parties.

105.16.11.1 The omission of any claim or of the detail required to be in a claim in accordance with Sec 105.16.7 will not be subject to cure by making the claim or supplying the details in any later court or alternative dispute resolution proceeding.

105.16.12 City's review of a claim pursuant to Sec 105.16 will be in addition to the right or duty of the City to conduct audits or other reviews of a claim or contractor's books of account or operations otherwise provided by federal or state laws or the rules of civil procedure.

105.17 Venue. Any action concerning any matter, thing or dispute arising out of or relating to the terms, performance, non-performance or otherwise of the agreement, shall be filed in the Circuit Court of Jackson County, Missouri. The contractor shall cause this provision to be incorporated in all of the contractor's agreements with, and to be binding upon, all subcontractors in the performance of this agreement.

**SECTION 106
CONTROL OF MATERIAL**

106.1 Source of Supply and Quality Requirements.

106.1.1 All material needed in the work shall be furnished by the contractor, unless otherwise stated in the contract. The contractor shall assume full responsibility for ordering material of the required quality and quantity. The contractor shall be responsible for the delivered costs of all material ordered.

106.1.2 The material used in the work shall meet all quality requirements of the contract, and shall be obtained from supply sources that meet the approval of the engineer. If a uniform product is not being furnished from a supply source or if for any reason, the product from any source at any time proves to be unsatisfactory, the contractor may be required to furnish approved material from other sources. The engineer may reject the entire output of any source where it is impractical to secure a continuous flow of uniformly satisfactory material.

106.1.3 Any work incorporating material having no prior approval from the engineer shall be performed at the contractor's risk and may be considered unacceptable and unauthorized and, if so considered, will not be paid for. If a change in source will affect the control or appearance of the work, the use of any one kind or class of material for a specific project from more than one source will be prohibited, except as approved by the engineer. If approved, the engineer will set forth the conditions under which the change may be made.

106.1.4 Material will be subject to inspection or test at any time during production or manufacture or at any subsequent time prior to or after incorporation into the work. The points of inspection will be determined by the engineer. Material for sampling will be selected by the engineer. Material provided by the source solely as a sample of that material for testing verification will not be permitted. Initial inspection, testing and approval or rejection will be made as early as practical. The engineer may waive any of the requirements regarding determination of quality and accept material on certification or visual inspection if, in the judgment of the engineer, the quantity involved is too small or the material use is not sufficiently important to warrant tests.

106.1.5 To expedite the inspection and testing of material, the contractor shall submit a list of proposed sources of material to the engineer at the pre-construction conference or two weeks prior to beginning work, whichever is earlier. The list shall identify the priority of review for each item in order to prevent any delay in the schedule of progress and be in a format acceptable to the engineer. No two items can be identified to have the same priority. At the option of the engineer, material may be approved at the source of supply before delivery is started.

106.2 Local Material Sources.

106.2.1 Designated Sources. The City may acquire the right and make available to the contractor the right to take material from sources designated on the plans or described in the contract including the right to use designated property if so specified, for plant site, stockpiles and haul roads. In general, the quality of material contained in such sources will be considered acceptable, but the contractor shall determine the method of operation, equipment and work required to produce a material meeting the specifications from the source. Designation of a source for material will not be a representation of the quantity of acceptable material obtainable or the method, equipment or work required to obtain material from the source. It is not feasible to ascertain from samples the limits for an entire deposit, and variations will be considered as usual and are to be expected. The engineer may order procurement of material from any portion of a deposit and may reject portions of the deposit as unacceptable.

106.2.2 Contractor Furnished Sources. If sources of material are not designated on the plans or described in the contract, or if the contractor desires to use material from sources other than those designated, the contractor shall acquire the necessary rights to take material from the sources and shall pay all costs related thereto, including any that may result from an increase in length of haul. All costs of exploring, meeting environmental requirements, complying with all local laws and ordinances, and developing such other sources shall be at the contractor's expense. If the borrow area is located within the city limits of the City of Grandview, the contractor will be responsible for providing the engineer with copies of the approved site plan for the area or a copy of conditional use permit necessary to perform such work on the site. If a City Erosion and Sediment Control permit has been issued for such work at the site, the contractor shall insure that its operations comply with all aspects of the permit. If a permit has not been issued then it will be the contractor's responsibility to obtain such permit including payment of the \$500 fee. Any delays to progress of the project caused by the time necessary to obtain all required City permits in order to operate the site shall not be cause for any extension of time nor grounds for any claim for compensation.

106.2.3 Operation of Sources. Whether sources of material are acquired and made available by the City or are furnished by the contractor, activities shall be in compliance with all federal and state laws and the areas

shall be excavated or worked in such a manner to comply with the Pollution Prevention Plan governing the site and minimize siltation of streams, lakes, ponds and reservoirs.

106.2.4 Final Condition of Sources. Unless otherwise permitted, pits and quarries shall be excavated such that water will not collect and stand therein. Sites from which material has been removed shall be left in such a condition to avoid or minimize siltation of streams, lakes, ponds and reservoirs, and shall be left in a neat and presentable condition upon completion of the work.

106.3 RESERVED – Intentionally left blank

106.4 Plant Inspection. The City reserves the right to inspect plant equipment and to retest all material prior to or after incorporation into the work and to reject all material which, when retested, do not meet the requirements of the specifications.

106.5 Storage of Material. The contractor shall be responsible for proper storage and handling of all material to ensure preservation of required quality and shall be arranged such as to facilitate inspection.

106.6 Handling Material. All material shall be handled in such a manner as to preserve the material's quality and fitness for the work. Aggregate shall be transported from the storage site to the work in tight vehicles constructed to prevent loss or segregation of material after loading and measuring.

106.7 Unacceptable Material. All material not in accordance with the specifications, when initially inspected and tested, will be considered defective, and all such material, whether in place or not, will be rejected and unless remedied, shall be removed from the site of the work. Any approved material that, in the judgment of the engineer, is no longer specification compliant will be rejected. Defective material, including any material furnished by the City that has been damaged by the contractor after delivery, shall be replaced or reconditioned by the contractor at the contractor's expense. Rejected material that has been reconditioned or corrected such that the material satisfactorily meets the specifications shall not be used without the engineer's written approval.

106.8 Material Furnished by the City. If any material is to be furnished by the City, special provisions designating such material will be included in the contract documents. The cost of handling and placing such material after delivery to the contractor will be considered as part of the contract price for that material or work. The contractor shall be responsible for all material upon receipt, and deductions will be made from any monies due to the contractor to make good any shortages and deficiencies, from any cause whatsoever, for any damage that may occur after such delivery and for any demurrage charges.

106.9 Buy America Requirement. On all projects receiving any funding from the federal government, the contractor's attention is directed to Title 23, CFR, titled *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1 Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

106.9.2 "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.3 For each domestic permanent steel or iron item, the contractor shall furnish to the engineer for approval, a manufacturer's certification identifying the item and certifying that the manufacturing processes for the product occurred in the USA, including the coating process if applicable. For foreign items, a statement of the specific foreign manufacturing location(s) shall be provided.

106.9.4 Upon completion of the project, the contractor shall certify to the engineer that all steel, iron and coating processes for steel or iron incorporated into the contract work were in accordance with this specification, except as noted. All exceptions and associated costs shall be listed in the same document.

106.9.5 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing

foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.10 Missouri Domestic Products Requirement. Unless stated otherwise in the contract documents, material shall be in accordance with Sec 102.18.5.

106.11 Units.

106.11.1 Equipment. Equipment such as scales, concrete and asphalt plants, and placement equipment shall be scaled in or measured in English units. Equipment requiring calibration will be calibrated using the equipment's "as manufactured" units.

106.11.2 Material. All material shall be furnished quantified in the specified units of measure for dimensions and other physical aspects. Any cost of re-design due to use of material with units of measure other than as specified by the contract shall be at the contractor's expense.

106.11.3 Project Documentation. All project tickets, paperwork for measurement, certifications or reporting of material shall be in English units.

106.12 RESERVED – Intentionally left blank.

106.13 Testing of Material and Construction Method

106.13.1 On projects where the FHWA is not participating in the cost of construction, the contractor shall employ and pay for all testing, whether field testing or laboratory testing as required by the Director of Public Works to assure that the materials used and construction methods used are in conformance with the appropriate contract specifications and supplemental conditions.

All laboratory testing shall be performed by an independent third party testing laboratory under the direction of a professional engineer. Field testing shall be performed by certified engineering technicians, certified for the test being performed, employed either by the Contractor or a third party testing laboratory. Technicians currently certified by the MoDOT Technician Certification Program for the test being performed shall meet the requirements of this provision.

106.13.2 On projects where the FHWA is participating in the cost of construction, the City shall be responsible for all testing, by qualified personnel or firms, necessary to assure that materials used and the construction methods utilized are in conformance with the appropriate contract specifications and supplemental conditions.

106.13.3 Quality Control/Quality Assurance. For material or work governed by QC/QA specifications, quality control performed by the contractor will determine acceptance of the material when test results are confirmed by the engineer's sampling, testing and assessment. When the engineer's sampling, testing or assessment do not support the contractor's results, work shall be suspended and any material in place will be subject to rejection following a review by the engineer. Final acceptance of the material, work or process will be based on the engineer's sampling, testing and assessment.

106.13.3.1 Access to Contractor QC Testing. The engineer shall be allowed to witness contractor QC testing at any time.

106.14 Proprietary Items. In the event a proprietary item included in a contract becomes unavailable during the term of the contract, the contractor shall promptly provide documentation to the engineer substantiating that the proprietary item is unavailable. Price or credit terms demanded of the contractor by the supplier will not constitute sufficient reason to substitute for the specified proprietary item. As part of the documentation, the contractor shall propose an alternative source or item that meets the performance requirements of the original proprietary item included in the contract. Any adjustment in the contract unit price shall be made in accordance with Sec 109.4. If an acceptable alternative item cannot be located, the proprietary item and any associated work may be underrun from the contract.

106.15 Excess Materials. Material delivered to the project and not incorporated into the project, excess material generated by the work, defective or rejected material, and trash generated by the construction of the project shall all be removed from the project in a timely manner and disposed of in accordance with state and local laws governing disposal of such items.

106.15.1 Disposal of excess material on property located within the corporate boundaries of the City, other than locations indicated on the plans, must be done in accordance with the City's Zoning Ordinance. No direct payment will be made for compliance of this section.

FOR REVIEW ONLY

**SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC**

107.1 Laws to be Observed. The contractor shall know, observe and comply with all federal, state, and City laws, local laws, codes, ordinances, orders, decrees and regulations existing at the time of or enacted subsequent to the execution of the contract that in any manner affect the prosecution of the work, except as specified in the contract or as directed by the engineer. The Contractor shall also ensure that any subcontractor know, observe and comply with all federal, state, and City laws, local laws, codes, ordinances, orders, decrees and regulations as outlined above. The contractor and surety shall indemnify and save harmless the City, the City's agents, employees and assigns from any claim or liability arising from or based on the violation of any such law, code, ordinance, regulation, order or decree, except any local regulations, decrees, orders, codes or ordinances that the contract or the engineer has specifically directed that the contractor may disregard.

107.1.1 Contract and Legal Inconsistency. The engineer shall be notified immediately in writing if any discrepancy or inconsistency is discovered between the contract and any law, ordinance, regulation, order or decree.

107.1.2 Local Building and Zoning Codes or Ordinances. Any exemptions to the City's Building and/or Zoning Codes or any Ordinances shall be noted in the Supplemental Conditions or JSP. If any questions arise concerning whether the contractor shall comply with a local code, ordinance, decree or order of any type, the contractor shall advise the engineer of the problem immediately, for resolution by the engineer. This provision will not exempt the contractor from the requirement of thoroughly researching and determining, before submitting a bid on the contract and from complying with, all federal, state or local laws, regulations, codes, ordinances, decrees or orders that may apply to the contract work. The City will not be responsible for the contractor's failure to be informed before bidding as to the federal, state and local laws, regulations, codes, ordinances, decrees or orders that may govern the contract work, or for the contractor's failure to determine before bidding which of these do not govern the contract work.

107.1.3 Authentication of Certain Documents. If plans, plats, detailed drawings or specifications for falsework, cofferdams or any other work are required to be submitted to the engineer, the documents shall be signed, sealed and stamped in accordance with the laws relating to the practice of architecture and professional engineering in the State of Missouri (Chapter 327, RSMo).

107.2 Permits, Licenses and Taxes. Except as otherwise provided in the contract, the contractor shall procure all permits and licenses, shall pay all charges, fees and taxes, and shall give all notices necessary and incidental to the due and lawful prosecution of the work. The contractor and all of the contractor's subcontractors, except those exempted by law, are required to have a City business license covering, at minimum, the time period of the contract. No direct payment will be made for the cost of complying with this requirement.

107.3 Patented or Copyrighted Devices, Material and Processes. If the contractor is required or desires to use any design, device, material or process covered by letters, patent, copyright, service or trademark, the contractor shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The contractor and surety shall indemnify and save harmless the City, the City's agents, employees and assigns from any suits, claims or damages arising from the infringement upon or use of any patented, copyrighted or registered design, device, material, process or mark.

107.4 Safety and Sanitary Provisions. The contractor shall at all times take necessary precautions to protect the life and health of all persons employed on the project or, who at the direction of the contractor are present on the project. The contractor shall be familiar with the latest accepted accident prevention methods and shall provide necessary safety devices and safeguards accordingly. The City will refuse to provide inspection services at work sites where adequate safety measures are not provided and maintained.

107.4.1 RESERVED – Intentionally left blank.

107.4.2 The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of employees as may be necessary to comply with the requirements and regulations of any agency having jurisdiction over public health and sanitation. The contractor shall permit no public or private nuisance.

107.4.3 All sanitary facilities and safety devices shall be furnished free to employees and no direct payment will be made for such facilities or devices.

107.5 Public Convenience and Safety. The contractor shall conduct the work in a manner that will ensure, as far as practical, the least obstruction to traffic and shall provide for the convenience and safety of the general public and residents along and adjacent to the project in an adequate and satisfactory manner.

107.5.1 Obstructions Prohibited. Fire hydrants on and adjacent to the project shall be kept accessible to fire fighting apparatus at all times, and no obstruction shall be placed within 15 feet of any such hydrant. Footways, gutters, sewers, outlets, inlets and portions of streets adjoining the work under construction shall not be obstructed. Pavements over which hauling is performed shall be kept clean of spilled or tracked-on material at all times when in use by traffic.

107.5.2 RESERVED – Intentionally left blank.

107.5.3 Material and Equipment. During construction hours, equipment, material and vehicles utilized in construction of the project will only be permitted on the street pavements where the locations are properly signed and occupied by ongoing construction operations, unless otherwise approved by the engineer. Except as permitted by the contract documents or in cases of emergency, construction equipment, material and vehicles will not be permitted on street pavements being utilized by traffic unless ongoing construction operations are taking place. If the contract specifies time periods the contractor will not be permitted to perform work, construction equipment or vehicles shall not enter or leave the construction area via the pavements handling traffic nor be operated on the pavements handling traffic within the construction area during the restricted time periods. During non-construction hours, construction equipment, material and vehicles will not be permitted on the pavement carrying traffic unless the equipment, material and vehicles are located in a properly protected area or as otherwise directed by the engineer.

107.5.4 Opening to Traffic. Streets that are opened to traffic prior to permanent repairs or final surfacing, the contractor shall provide a smooth riding surface at uneven surfaces by placing a wedge of hot mix asphalt or other approved material of a thickness and design that will remain in place under traffic. The temporary transition between two surfaces at a transverse joint shall be a minimum of 1 vertical to 24 horizontal. If a manhole, water valve, utility fixtures or other appurtenances protrudes more than one inch (1") above the temporary travel surface, the contractor shall place a transition of hot mix asphalt or other approved material. The transition between the temporary travel surface and manholes, water valves, utility fixtures or other appurtenances shall be a minimum of 1 vertical to 12 horizontal. Transitions shall be removed prior to final surfacing. Streets that have been milled shall comply with Sec 2207.3.D of the KCAPWA Construction and Materials Specifications. All costs associated with compliance with this section shall be at the contractor's expense unless specified otherwise in the contract documents

107.6 RESERVED – Intentionally left blank.

107.7 Use of Explosives. Unless specifically allowed by the Job Special Provisions of the contract, blasting is not permitted. If permitted, a Blasting Permit obtained through the Grandview Fire Department is required. The contractor will be responsible for any associated fees necessary to obtain the permit. All blasting operations shall be conducted under the direct supervision of a licensed blaster as required by the Missouri Blasting Safety Act. When explosives are used in the prosecution of the work, the contractor shall use the utmost care to prevent bodily injury and property damage. The contractor shall be responsible for damage resulting from the use of explosives. The Fire Chief or designated representative will have the authority to suspend any blasting operation that is not in full compliance with all permit requirements. The contractor shall be familiar and comply with the rules and regulations of any city, county, state or federal agency or any other agency that may have jurisdiction in the handling, loading, transporting, storage and use of explosives. All places used for explosives storage shall be marked clearly "**DANGEROUS EXPLOSIVES**".

107.7.1 Before beginning work, the contractor shall furnish the engineer letters of approval for the proposed operation from the appropriate regulating agencies. The contractor shall provide the engineer with copies of all permits, blasting logs and seismic monitoring data.

107.7.2 The contractor shall notify in advance each property owner, tenant and public utility company having structures or facilities close to the work of any intention to use explosives.

107.7.3 When permitted by the contract, removal of any item or material of any nature by blasting shall be done in such a manner and at such time as to avoid damage affecting the integrity of the design and to avoid damage to any new or existing structure or facility, whether on City right of way, City property, or private property, included in or adjacent to the work. Unless the contract documents or the engineer restricts such operation, the contractor shall be responsible for determining a method of operation to ensure the desired results and the integrity of the completed work.

107.7.4 The contractor and surety shall indemnify and save harmless the City, the City's agents, employees and assigns from any claim related to the possession, transportation, storage or use of explosives.

107.8 Preservation of Monuments and Artifacts.

107.8.1 Monuments. The contractor shall not disturb or damage any land monument or property landmark unless authorized by the engineer. Restoration or replacement of any disturbed or damaged land monument or property landmark shall be performed by or under the direction of a professional land surveyor, licensed by the state of Missouri.

107.8.2 Human and Archaeological Remains. The contractor shall report to the engineer the discovery of human remains, artifacts, fossils and other items of historical, archaeological or geological significance discovered within the project limits during construction. Such items will remain in the City's custody and shall not be removed from the site unless directed by the engineer.

107.9 Forest and Park Protection. Environmental and sanitary laws and regulations regarding the performance of work within or adjacent to city, state or national forests or parks shall be obeyed.

107.10 Environmental Protection. The contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals or other harmful material and pollution of the atmosphere from particulate and gaseous matter shall be avoided.

107.10.1 Forging of streams and fill for temporary work not specified on design plans will not be permitted unless the plan for such operation is authorized by the Corps of Engineers, meets the approval of the engineer, complies with the Project's SWPP and results in minimum siltation to the stream. Temporary stream crossings shall not be constructed unless specifically designated as a condition of the Corps of Engineers Section 404 permit or a permit is obtained, and the temporary stream crossing is in accordance with the conditions of the permit.

107.10.2 When work areas or pits are located in or adjacent to streams, the areas shall be separated from the main stream by a dike or barrier to keep sediment from entering the stream. Care shall be taken during the construction and removal of such barriers to minimize siltation of the stream.

107.10.3 Disposal of Portland cement concrete residue and wash water, water from aggregate washing or other operations resulting in sediment shall be treated by filtration, settling basins or other means sufficient to reduce the sediment concentration to applicable limits established by MoDNR.

107.11 Responsibility for Claims for Damage or Injury. The contractor and insurance company shall indemnify and save harmless the City and the City's agents, employees and assigns from all claims or suits made or brought for bodily injury, death or property damage, arising from performance of the work to the extent of:

(a) The negligent acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees.

(b) The creation or maintenance of a dangerous condition of or on the City's property or right of way or private property where easement rights have been acquired by the City, which condition occurred due to the acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees or for which the contractor had knowledge of or could have had knowledge of the condition in time to warn of or repair said condition.

(c) The failure of the contractor, subcontractors, suppliers or their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

107.11.1 The contractor will not be required to defend, indemnify or hold harmless any other person, including the City or the City's agents, employees or assigns for any acts, omissions or negligence of other persons.

107.11.2 Neither the City nor the contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability that does not exist under the statutory limited waiver of sovereign immunity, or to waive or extinguish any defense that either party to this contract or their respective agents and employees may have to an action or suit by a third party.

107.12 Contractor's Responsibility for Work. From the earlier of the date of commencement of the work or the effective date of the notice to proceed, and until any work is accepted by the engineer, the work shall be in the custody and under the charge and care of the contractor. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.

107.12.1 Damages to any portion of the work before the work is completed and accepted, caused by the action of the elements or from any other reason, shall be repaired or replaced at the contractor's expense. The contractor, at the contractor's option, may insure against any such damages. The City may, in its discretion, make such a payment, determined in accordance with Sec 109.4, for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the contractor, unless the contractor has been reimbursed for such damages by the contractor's insurer. Prior to reimbursement, the contractor shall furnish documentary evidence of all efforts to recover such repair costs.

107.12.2 The contractor shall immediately give written notice to the engineer of any pedestrian or vehicular accident. The contractor may be directed by the engineer to repair permanent City facilities that are not part of the work, that have been damaged by events that are beyond the control of the contractor. Reimbursement will be provided by the City, determined in accordance with Sec 109.4, for the actual direct cost of labor, equipment and material, exclusive of overhead, indirect or consequential costs of profit. The City may elect to make such repairs in lieu of the contractor.

107.13 Insurance Requirements. The contractor shall procure and maintain at the contractor's expense until acceptance of the project by the City, insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in Secs 107.13.1 through 107.13.4. Before the contractor begins the work, the contractor shall require the insurance company or companies to furnish to the engineer evidence of such insurance showing compliance with these specifications. All insurance required in Sec 107.13 shall be occurrence policies in a form acceptable to the engineer, and shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the City. Each policy or policy's declaration pages shall provide that the policy shall not be materially changed or canceled until the engineer has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy shall be in force, with notice and evidence of insurance submitted to the engineer, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Public Works Department 1200 Main St Grandview, Missouri 64030. Upon request, the contractor shall promptly furnish the engineer with a complete copy of the policy. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, will result in the temporary suspension of work as provided in Sec 108, and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

107.13.1 Workers' Compensation Insurance. The contractor shall furnish evidence to the engineer that, with respect to the operations the contractor performs, the contractor carries workers' compensation insurance, or is qualified by the Missouri Division of Workers' Compensation as self-insured, and carries insurance for employer's liability sufficient to comply with all obligations under state laws relating to workers' compensation and employer's liability. The contractor shall require each subcontractor on the project to furnish the same evidence to the engineer. This evidence shall be furnished to and approved by the engineer prior to the time the contractor or subcontractor commences work on the site of the project.

107.13.2 Contractor's Liability Insurance with Additional Insured Parties.

107.13.2.1 Commercial Liability Insurance. The contractor shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri. Each such policy shall name the City and the City's employees, as additional named insureds in amounts specified in the Supplemental Conditions of the contract. Each policy shall be endorsed to cover liability arising from blasting if applicable, other inherently dangerous activities, and underground property damage. Each policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

107.13.2.2 RESERVED – Intentionally left blank.

107.13.2.3 Subcontractor's Coverage. If any part of the contract is subcontracted, each subcontractor, or the contractor on behalf of that subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified in Sec 107.13.2.1 as additional insureds, and shall have the same separation of insureds conditions.

107.13.3 RESERVED – Intentionally left blank.

107.13.4 Railroad Protective Liability Insurance. In addition to other forms of required insurance, the contractor shall carry railroad protective liability insurance when any of the contractor's work is to be performed within any railroad right of way. The policy shall be written using one of the following combinations of Insurance Services Office ("ISO") Form Numbers: CG 00 35 01 96 and CG 28 31 10 93, or CG 00 35 07 98 and CG 28 31 07 98. The name or names of the railroad companies to be insured will be specified in each contract. The minimum limits of the insurance will be established in the contract documents and provided to the contractors prior to the opening of bids. The contractor shall submit the original policy in its entirety to the railroad, with a copy being provided to the City, at the earliest date possible following execution of the contract by the City. No work will be permitted within any railroad's right of way until the railroad involved has reviewed and approved the insurance policy. Any day upon which the contractor cannot perform work due to such a policy not being approved by the railroad will not be counted as a working day under Sec 108.7, provided that the contractor has not unnecessarily delayed in submitting the policy to the railroad. Subcontractors for any part of the work that is sublet will not be required to obtain railroad protective liability insurance or provide evidence thereof, if the contractor's insurance for that purpose covers subcontractors.

107.13.5 Insurance with Other Than Missouri Companies. Any insurance policy required as specified above, if written by an insurance company organized in a state other than Missouri, shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy shall be issued by a company authorized to issue such insurance in Missouri.

107.13.6 Combinations. Employer's liability insurance, commercial general liability insurance and commercial auto liability insurance as required by this section, may be arranged under a single policy for the full limits required or by a combination of underlying policies and an excess liability policy, or "umbrella" coverage, which follows the form of the underlying policy.

107.14 Third Party Liability. Neither the City, nor the contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary, except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the City.

107.15 Personal Liability of Public Officials. There shall be no personal liability upon any member, employee or agent of the City in carrying out any of the provisions of the contract or in exercising any power or authority granted to the individual, it being understood that in such matters the individual acts as an agent and representative of the City, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty will remain exclusively that of the City and will not be a personal duty or obligation of the individual.

107.16 Contractors That Are Not Resident In Missouri. Any contractor that is not a permanent resident of or domiciled in Missouri shall provide to the City proof of compliance with the Missouri "nonresident employers" financial assurance laws at Sections 285.230 to 285.234, RSMo, before the contractor performs any work on a project.

107.16.1 A nonresident contractor that is a "transient employer" as that term is defined in Section 285.230.1, RSMo, and 12 CSR 10-2.017(1)(A), shall file with the City a photocopy of the contractor's current transient employer's certificate of registration issued by the Missouri Department of Revenue before performing any work on a project. A nonresident contractor that is not classified by the Missouri Department of Revenue as a "transient employer" because the nonresident contractor has properly registered with the Missouri Department of Revenue and the Missouri Division of Employment Security, and has filed and paid Missouri state income taxes for more than 24 consecutive months, shall file with the City a photocopy of the contractor's certificate of registration, issued by the Missouri Department of Revenue, that it is not a "transient employer" before performing any work on a project.

107.16.2 The contractor shall require a nonresident subcontractor to file with the City a photocopy of the subcontractor's current transient employer's or alternate certificate of registration, as issued by the Missouri Department of Revenue, before that subcontractor performs any work on a project.

107.16.3 Any nonresident contractor or subcontractor that fails to file the financial assurance forms with the Missouri Department of Revenue as required by Missouri law will be prohibited from contracting for or performing labor on any project for a period of one year.

107.17 Basis of Payment. No direct payment will be made for compliance with Sec 107.

**SECTION 108
PROSECUTION AND PROGRESS**

108.1 Subletting of Contract.

108.1.1 The contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of any right, title, or interest therein, without written consent of the engineer. Requests for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by evidence that the organization that will perform the work is particularly experienced and equipped for such work. In case such consent is given, the contractor will be permitted to sublet a portion thereof, but the contractor's organization shall perform work amounting to no less than 40 percent of the total contract cost. Certification or classification of a contractor by type of work performed or consent to a subcontract shall not constitute the City's endorsement of the qualifications of the subcontractor or that the particular subcontractor's work will constitute compliance with any other provisions of the contract.

108.1.2 The value of the work sublet will be the amount designated in the contractual agreement between the contractor and the subcontractor. The subcontractor shall perform the work described in the subcontract agreement. No subcontracts, or transfer of contract, will in any case release the contractor's liability under the contract and bonds. Consent to a subcontract will not create a direct contractual relationship between the subcontractor and the City.

108.1.3 The contractor shall furnish to the City a complete copy of the signed subcontract, and all revisions upon request.

108.1.4 If the federal government is participating in the cost of construction of the project, the subcontract must include the latest version of FHWA form 1273 Required Contract Provisions Federal-Aid Construction Contracts.

108.1.5 The contractor's written request (on form provided by City) for approval of a subcontract will be accompanied by the proposed subcontractor's:

- (a) City of Grandview Worker Eligibility Verification Affidavit
- (b) City of Grandview Business License
- (c) Certificate of Insurance in accordance with Sec 107.13.2.3

The request for approval cannot be granted without the required supplemental documents.

108.2 Notice to Proceed. The notice to proceed will stipulate the date the contractor is expected to begin work. The City will issue the notice to proceed on a separate form for this purpose. Receipt of the notice to proceed form shall be acknowledged by the contractor. Failure of the contractor to acknowledge the notice to proceed form shall be grounds to declare the contractor in default per Sec 108.10. Failure of the contractor to acknowledge the notice to proceed prior to the stipulated date is not grounds for an extension in the contract time. Prior to the stipulated date, the contractor shall execute and file the prescribed number of copies of the contract and bond and shall furnish to the City satisfactory evidence of having complied with insurance requirements.

108.3 Prosecution of Work. The contractor will be expected to start work on the date stipulated by the notice to proceed. If all contract requirements have been met in accordance with Sec 108.2 the contractor may start work before the date stipulated by the notice to proceed, provided the engineer is notified in writing at least three days prior to the date on which the contractor expects to begin. The engineer has the right to restrict work started before the date stipulated by the notice to proceed that would impact traffic, business operations, or use of private property. Such restrictions shall be stipulated in writing and adhered to by the contractor.

108.3.1 The contractor shall continuously and diligently prosecute the work in such order and manner as will ensure the completion of the work within the specified time, and the contractor shall be fully responsible for the prosecution and coordination of all work being performed under the contract.

108.3.2 The work in progress shall receive the personal attention either of the contractor or of a competent and reliable representative of the contractor who shall have full and final authority to act for the contractor. If authority is delegated to a representative of the contractor, the contractor shall notify the engineer in writing, stating the name of the person authorized to act as the contractor's representative, and stating the name or names of persons authorized to sign the various documents such as weekly reports, change orders, force account statements, labor payrolls and any other documents that may be required during the progress of the work. If progress at any time is not adequate to meet the contractor's schedule and the contract

completion time, the contractor shall take all steps necessary to complete the work in the time and manner specified in the contract.

108.3.3 Prior to beginning any work on contracts involving a joint venture, the joint venturers shall appoint and maintain a single representative having full and final authority to act for the joint venture. The engineer shall be notified in writing of the name of this representative and of any replacements.

108.4 Progress Schedules. The contractor shall submit a progress schedule, on paper, to the engineer for review prior to or at the pre-construction conference. The progress schedule shall be used to establish construction operations and to monitor the progress of the work, although the engineer's determination of the then major operation or controlling item of work will always prevail. The progress schedule shall be in the form specified in Sec 108.4.1, unless the contract contains different requirements. The progress schedule shall be based on the number of working days, calendar days or other increments as set forth in the contract that the contractor expects to require in completing the project, recognizing the capabilities of labor, equipment, arrangements for material, mobilization, shop drawing preparation and approvals, and other relevant items.

108.4.1 Form and Contents of Progress Schedule.

108.4.1.1 Contracts Valued at \$250,000 or greater. The progress schedule shall contain an activities schedule bar chart and may, at the contractor's option, include a written narrative that breaks down into detail the time in working days, calendar days or completion date involved in performing all construction activities for the duration of the project, and which is in a suitable scale as to indicate the percentage of work scheduled for completion at any time. The schedule shall indicate all interdependencies between activities. For projects involving sanitary sewer construction the schedule shall include testing of various lines and manholes and include the 30 day line settlement period. The progress schedule shall also clearly outline the intended maintenance of traffic, work phasing provided by the contract and such other information, as required by the contract. This schedule requirement shall not apply to those projects designated as maintenance projects regardless of the contract value. A schedule for that class of project shall be in accordance with Sec 108.4.1.3

108.4.1.2 Contracts Valued at less than \$250,000. A project schedule will not be required if the project is not a maintenance project. This does not relieve the contractor from planning and scheduling its work such that the project is completed within the specified contract time.

108.4.1.3 Maintenance Projects. The progress schedule may be either an activities bar chart or a listing by day of the locations, as defined in the contract, where work will take place. This schedule shall take into account any limitations on times or amounts of work required by the JSP.

108.4.2 Preparation of Initial Schedule. The contractor shall complete development of a progress schedule in accordance with Sec 108.4.1 and present a paper copy to the engineer prior to or at the pre-construction conference.

108.4.2.1 The construction time, as indicated by the progress schedule, for the entire project or any milestone, shall not exceed the specified contract time. If any milestone date or contract completion date is exceeded in the schedule, time estimates on the progress schedule shall be revised. The controlling activity shall be clearly shown for each day of the schedule. A controlling activity will be defined as that part of a progress-controlling item or items that must be performed before the next progress-controlling item of work can be started. Following a review of the progress schedule by the engineer, the engineer and contractor will meet for a joint review, correction and adjustment of the schedule, if necessary.

108.4.2.2 If necessary this process will be repeated. However, the schedule shall be finalized by the contractor within seven days after request for correction and adjustment to the schedule.

108.4.3 Cost and Intent of Progress Schedules. The review by the engineer of any progress schedule will not constitute a determination that the schedule is reasonable, that following the schedule will result in timely completion, or that deviation will result in a delayed completion. The progress schedule, and any updates provided, is not a part of the contract. If the schedule reflects a completion date different than that specified in the contract, that does not void the completion date or working days specified in the contract. If any schedule reflects a completion time earlier than that specified in the contract, the contractor specifically understands that no claim for additional contract time or compensation will lie against the City if the work is not completed by the earlier time shown on the schedule. It will be the contractor's responsibility to determine the most feasible order of work consistent with the requirements of the contract.

108.4.3.1 No direct payment will be made for furnishing progress schedules or revisions.

108.4.3.2 If the contractor fails to comply with the requirement to supply an initial or any revised progress schedule, the engineer may withhold progress payments until a schedule has been submitted and reviewed.

108.4.4 Revised Progress Schedules. The contractor shall provide a revised progress schedule, which will then become the current progress schedule:

- (a) When departure from the existing progress schedule makes it apparent to the engineer or the contractor that the project will not be completed in the time provided in the contract.
- (b) When the engineer or the contractor determines that the progress schedule requires revisions for any reason.

108.5 Labor, Methods and Equipment. The contractor shall at all times employ sufficient labor, methods and equipment for prosecuting the work to full completion in the time and manner required by the contract.

108.5.1 All workers shall have sufficient skill and experience to properly perform work assigned. The engineer may demand the dismissal of any person employed by the contractor in, about or upon the work, who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such a person shall not again be employed thereon without the written consent of the engineer. Should the contractor continue to employ or re-employ any such person, the engineer may suspend the work until the contractor complies with such orders.

108.5.2 All equipment used on the work shall be of sufficient size and in such mechanical condition to meet requirements of the work and to produce satisfactory work. The condition or use of equipment on any portion of the project shall not cause damage to the roadway, adjacent property, underground facilities, or other streets, or injury to any person

108.5.3 The intent of the contract is to produce finished work meeting the intent of the contract documents. Therefore, the methods and equipment to be used by the contractor in accomplishing the work will not be prescribed in the contract, and the contractor is free to use any method or equipment that will accomplish the contract work in conformity with the requirements of the contract. The failure of the engineer to object to contractor's equipment or methods will never constitute agreement that the equipment or methods used are appropriate. This section shall not be construed to allow methods or equipment specifically prohibited by the contract documents.

108.5.4 If the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the engineer. If the contractor desires to use a method or type of equipment other than those specified in the contract, authority shall be requested from the engineer. The request shall be in writing, including a full description of the proposed methods and equipment to be used and an explanation of the reasons for making the change. If approval is given, the contractor shall be fully responsible for producing work in conformity with the contract. If the engineer determines that the work produced does not meet contract requirements after use of the substitute method or equipment, the contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the methods and equipment specified in the contract. The contractor shall remove deficient work and replace the work as specified in the contract, or take such other corrective action as directed by the engineer. Except as provided in Sec 104, no change will be made in the basis of payment for the construction items involved or in contract time as a result of approving any method or equipment change.

108.6 Temporary Suspension of Work. The engineer has authority to suspend any or all of the work in accordance with Sec 105 for such time as necessary. If it becomes necessary to stop work for an indefinite period, the contractor shall store all material in a manner that will protect the material from theft or damage, shall not unnecessarily obstruct traffic, shall take every precaution to prevent damage to or deterioration of work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc. and shall erect temporary structures where necessary. The contractor may suspend work for reasonable cause upon written approval from the engineer. During such a period in which work is suspended, liquidated damages will not accrue unless such suspension is due to the contractor's failure to comply with the contract. If work has been suspended, the contractor shall notify the engineer in writing at least 48 hours before resuming operations.

108.7 Contract Time for Completion of the Work. The time for the completion of the work is specified by calendar days, calendar date or working days in the contract. Time is an essential element of the contract, and it is therefore important that the work be pursued vigorously to completion.

108.7.1 Completion by Calendar Days or Calendar Date. If the time for the completion of the work is based on calendar days, this time will be specified in the contract. If the work or a specific portion of the work is to be complete by a calendar date, such date(s) will be specified in the contract.

108.7.1.1 If the notice to proceed is not issued and effective within 35 days after the award or the later date specified in the contract due to any failure of the City, the contractor will be given an extension of contract time equal to the number of calendar days after the 35th day or the later date specified in the contract, until the notice to proceed is effective. Such a delay in the effective date of the notice to proceed will be an excusable, non-compensable delay.

108.7.1.2 The contractor will not be entitled to any extension of contract time because of unsuitable weather conditions or the effects of weather conditions unless authorized in writing by the engineer as an excusable, non-compensable delay under Sec 108.14.1.

108.7.2 Completion by Working Days. If the time for the completion of the work is based on working days, this time will be specified in the contract. A working day will be defined as any day when, in the judgment of the engineer, soil and weather conditions would permit the major operation of the project for six hours or more, unless other unavoidable conditions prevent the contractor's operations. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day.

108.7.2.1 December 15 to March 15, both dates inclusive and Saturdays, Sundays, and holidays as defined in Sec 101.2 will not be counted as working days.

108.7.2.2 The count of working days will start on the date the contractor starts construction operations, or the effective date of the notice to proceed, whichever is earlier. The engineer will determine when a working day is to be charged. The engineer may make allowance for working days lost due to causes justifying their elimination from the count of working days. No allowance will be made for delay or suspension of the prosecution of the work due to fault of the contractor. On each contractor pay estimate the engineer will give the contractor written notice of the number of working days charged since the preceding pay estimate. Any objection by the contractor to the number of working days so charged shall be made in writing within five days, setting forth the contractor's objections and specifying the reasons therefore, or those objections shall be forever waived and will not constitute the basis for an excusable or compensable delay.

108.7.2.3 In case the final value of all work performed exceeds the original contract amount, an extension in the working days will be granted the contractor. The extension will be made by increasing the contract time by the ratio of the total final cost of all work performed under the contract to the total amount of the original contract. Incentive/disincentive, bonus or deduction adjustments will not be used in this computation. For a combination of projects awarded as a single contract, the extension will be made in a similar manner. If it can be established that the extra work required more time than indicated, the actual number of working days required, as determined by the engineer, may be allowed.

108.8 Liquidated Damages for Failure or Delay in Completing Work on Time.

108.8.1 If the contractor or, in case of default, the surety fails to complete the work within the time specified in the contract, or within such extra time as may be allowed in the preceding sections, a deduction of an amount specified in the contract will be made for each day that the contract remains incomplete after the time allowed for completion. The amount specified in the contract is agreed upon, not as a penalty, but as liquidated damages for loss to the City and the public. This amount will be deducted from any money due the contractor. The contractor and surety will be liable for all liquidated damages. Permitting the contractor to continue the work after the expiration of the specified time or any extension of time will not constitute a waiver by the City of any contractual rights.

108.8.1.1 RESERVED – Intentionally left blank.

108.8.1.2 RESERVED – Intentionally left blank.

108.8.1.3 Regardless of the method used to specify contract time for completion of the work, the engineer may waive the charging of liquidated damages in the following cases:

- (a) From December 15 through March 15, both dates inclusive, if the engineer determines necessary materials are not available or conditions will prevent the work from being of the required contract quality.
- (b) For Saturdays, Sundays, and holidays established by law, if work is performed the Friday immediately preceding and the Monday immediately following Saturday and Sunday. In the case of a holiday work, must be performed on the normal work day prior and the normal work day following the holiday .
- (c) During any period of sod maintenance, as specified in Section 2402.3 of KCAPWA specs, if such maintenance is the only work remaining and the contractor can perform the maintenance without inconveniencing the traveling public.
- (d) The thirty consecutive day period following completion of all backfill prior to deflection testing of a sanitary sewer line. The waiver shall not include any time spent repairing deficient segments of the line nor final restoration of the area over the line.

Failure of the engineer to determine that waiver of liquidated damages charges is justifiable is not grounds for additional claims by the contractor.

108.8.2 The City will not be required to file a claim or counterclaim under Sec 105.16.5 or any other provision, to assess or retain liquidated damages.

108.8.3 The contractor and surety shall be liable for liquidated damages chargeable under the contract when the work is completed after default of the contract, unless the delay is caused by the City. A delay in the work or the final completion of the project caused by the City shall not void the provisions of the contract as to liquidated damages and will be considered an excusable, non-compensable delay.

108.9 RESERVED – Intentionally left blank.

108.10 Default of Contract. After notice and an opportunity to remedy, the engineer may declare the contractor in default, if the contractor:

- (a) Fails to begin the work under the contract within the time specified to begin work.
- (b) Fails to perform the work with sufficient resources to assure the timely completion of the work.
- (c) Fails to perform the work in accordance with the contract requirements, or neglects or refuses to remove and replace rejected material or unacceptable work.
- (d) Discontinues the prosecution of the work.
- (e) Fails to resume work that has been discontinued within a reasonable time after notice to do so.
- (f) Becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency, allows any final judgment to remain unsatisfied or makes an assignment for the benefit of creditors.
- (g) Fails to comply with contract requirements regarding prevailing wage payments, construction safety and health, or worker verification.
- (h) Is a party to fraud.

108.10.1 The engineer will give notice in writing to the contractor and surety of the condition described in Sec 108.10, and advise the contractor and surety of the actions required for remedy. If the contractor does not proceed to remedy the condition within ten days of receipt of this notice, the engineer may declare the contractor in default. The declaration of default will be made in writing to the contractor and the surety.

108.10.2 If within ten days after receipt of the declaration of default, the surety does not proceed to assume the contract for completion under the direction of the engineer, the City has full power and authority, without impairing the obligation of the contract or the bond:

- (a) To take over the completion of the work.
- (b) To appropriate or use any or all project material and equipment that is suitable and acceptable.
- (c) To enter into agreements with others.
- (d) To use such other methods as in its judgment may be required for the completion of the contract in an acceptable manner.

108.10.3 Liability for Costs. The contractor and surety shall be liable for all costs and expenses incurred in completing the work, and for all liquidated damages in conformity with the contract. The contractor and surety are obligated to comply with all change orders and directives of the engineer to the same extent, and for the same compensation, if any, as the contractor would have been in the absence of default. In case the sum of such liquidated damages and the expense so incurred is less than the sum that would have been payable under the contract if the work had been completed by the contractor, the contractor or surety will be entitled to receive the difference. If the sum of such expense and such liquidated damages exceeds the sum that would have been payable under the contract, the contractor and surety will be liable and shall pay the amount of such excess. This provision will apply regardless of whether the surety or the City completes the contract work. The contractor and surety will solely be liable for the costs and expenses of a completing contractor, laborers and suppliers with which either has contracted.

108.10.4 If it is determined after termination of the contractor's right to proceed that the contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City under Sec 108.11. Sums to which a contractor may be entitled as a result of the contract termination will be limited to amounts determined under Sec 108.11.

108.10.5 Sureties' Continued Acceptability. A surety failing to proceed within ten days after the written declaration of default by the engineer under Sec 108.10 may be required to show cause to the City why the surety should continue to be accepted for future bonds.

108.11 Termination of Contract for Convenience of the City. The City may terminate the entire contract, or any portion thereof, if the engineer determines that a termination is in the City's best interest. The engineer will deliver to the contractor and surety a notice of termination specifying the extent of termination and the effective date. A termination of the contract for convenience may be directed at any time after the City has made a determination to award a contract. The bidding documents may provide for a termination of the contract for convenience under this section upon the occurrence or nonoccurrence of a specified event after bid opening.

108.11.1 Submittals and Procedures. After receipt of a notice of termination, the contractor shall immediately proceed with the following obligations:

- (a) Stop work as specified in the notice.
- (b) Place no further subcontracts or orders for material, supplies, services or facilities, except as necessary to complete the portion of the contract that has not been terminated.
- (c) Terminate all subcontracts to the extent they relate to the work terminated.
- (d) Settle with subcontractors and suppliers all outstanding liabilities arising from the termination.
- (e) Transfer title and deliver to the City, work in progress, completed work, supplies and other material produced or acquired for the work terminated, and completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would be required to be furnished to the City.
- (f) Complete performance of the work not terminated.
- (g) Take any action that the engineer directs to protect and preserve contract-related property that is in the possession of the contractor in which the City has or may acquire an interest.

108.11.2 Settlement Provisions. When the City orders termination of all or a part of the contract effective on a certain date, completed items of work as of that date will be paid for at the contract unit price. Payment for partially completed work will be made either at agreed prices or under the provisions below. When items are eliminated in their entirety by such termination, the contractor will be paid for actual work done and actual costs incurred before notification, including mobilization of equipment or material.

108.11.2.1 Additional Costs. Within 60 days of the effective termination date, the contractor shall submit any request for additional damages or costs not covered in Sec 108.11 or elsewhere in the contract. Such a request may include only such cost items as: mobilization, overhead expenses proven to be attributable to the project or the part terminated and not paid for under work not terminated, subcontractor costs not otherwise paid for, actual idle equipment and idle labor cost only for any time the work is stopped in advance of the termination date, guaranteed payments for private land usage as part of the original contract, and any other actual cost for which the contractor feels reimbursement should be made.

108.11.2.1.1 Anticipated profits, including anticipated earnings on usage of owned equipment, and impact, delay or other direct or indirect costs resulting from this termination that are not expressly authorized, will not be compensable as part of any settlement.

108.11.2.1.2 The contractor and the engineer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The agreed amount may not exceed the total contract price as reduced by the amount of payments previously made and the contract price of work not terminated. The contract will be amended and the contractor paid the agreed amount.

108.11.2.2 Additional Cost Review. If the contractor and the engineer fail to agree on the whole amount to be paid the contractor because of the termination of work, the City will pay the amounts determined as follows, but without duplication of any amounts agreed upon in Sec 108.11.2.1:

- (a) For contract work performed before the effective date of termination, the total, without duplication of any items of:
 - (1) The actual cost of work performed.
 - (2) The cost of settling and paying termination settlements under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in Sec 108.11.2.1.

(3) A sum for profit on the actual cost of work performed as determined by the engineer to be fair and reasonable. The engineer will allow no profit under this section if the contractor's costs incurred on work performed exceed the contract prices paid.

(b) The reasonable costs to settle the work terminated, including:

(1) Internal accounting and clerical expenses reasonably necessary for the preparation of termination settlement proposals and support data, including expenses for termination and settlement of subcontracts.

(2) Storage, transportation and other costs incurred, reasonably necessary for the preservation, protection or disposition of the termination inventory.

(c) For normal spoilage and to the extent that the engineer expressly accepts the risk of loss. The engineer will exclude the fair value of property that is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to the buyer.

108.11.2.2.1 In arriving at the amount due the contractor under this clause, there will be deducted:

(a) All advanced payments for mobilization, services or facilities, or other payments to the contractor under the terminated portion of the contract.

(b) Any claim that the City has against the contractor under the contract.

(c) The agreed price for or the proceeds from the sale of material, supplies or other items acquired and sold by the contractor, and not recovered by or credited to the City.

(d) Any costs saved as a result of the termination.

108.11.2.2.2 If the termination is partial, the contractor may file a proposal with the engineer for an equitable adjustment of the price or prices of the continued portion of the contract. The engineer will make any equitable adjustment agreed upon. Any proposal for an equitable adjustment under this clause shall be requested within 60 days from the effective date of termination unless extended in writing by the engineer.

108.11.2.2.3 The contractor shall maintain and make available all project cost records to the engineer for audit to the extent necessary to determine the validity and amount for each item requested. This will include, but is not limited to, all items described in Sec 105.16. These records and documents shall be made available to the engineer at the contractor's office at all reasonable times, without any direct charge. If approved by the engineer, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

108.11.3 Effect of Termination. Termination of the contract or portion thereof will not relieve the contractor of contractual responsibilities for the work completed, nor will termination relieve the surety of the surety's obligation for and concerning that part of the contract not terminated or any just claim arising out of the work performed.

108.12 Notice to Contractor and Surety. Notice to the contractor, in case of default or termination of the contract, shall be deemed to be served when delivered to the person in charge of any office used by the contractor, the contractor's representative at or near the work or by certified mail addressed to the contractor's last known place of business. Notice to the surety shall be deemed served when mailed to the surety's address as shown in the contract by certified mail.

108.13 RESERVED – Intentionally left blank

108.14 Determination of Compensation and Contract Time Extension for Excusable, Noncompensable and Compensable Delays. An extension of the contract time may be granted under the following conditions provided documentation has been given to the engineer in accordance with Secs 108.14.3 through 108.14.5. Strict adherence to the provisions of this section will be a condition precedent to the contractor's entitlement to an extension of contract time or compensation because of project delays.

108.14.1 Excusable or Non-compensable Delay. Contract time allowed for the performance of the work may be extended for delays caused by acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or other delays not caused by the contractor's fault or negligence. Per Sec 105.7.6 delays caused by utilities are Non-compensable.

108.14.2 Compensable Delay. Contract time allowed for performance of the work may be extended for delays caused by the City. The contractor may be granted an extension of time and additional compensation only as provided by Sec 109.

108.14.3 Notification of Delay. Within seven days of the occurrence of a delay to the prosecution of any phase of the work, the contractor shall notify the engineer in writing of such a delay and indicate that a request for delay consideration will be filed. Delay costs incurred prior to notifying the engineer that operations have been delayed will be non-compensable.

108.14.4 Procedures Following a Delay. The contractor shall keep daily records of all non-salaried labor, material costs and equipment expenses for all operations affected by the delay.

108.14.4.1 The contractor shall maintain a daily record of each operation affected by the delay and the station location of the operations affected. Daily records of the operations and stations will also be maintained by the engineer. Each Monday, the contractor shall compare the previous week's daily records with the records kept by the engineer. The contractor shall also prepare and submit written reports to the engineer each Monday containing the following information:

- (a) Number of days behind schedule due to the delay.
- (b) A summary of all operations that have been delayed or will be delayed.
- (c) In the case of a claimed compensable delay, the contractor shall explain how the City's act or omission delayed each operation and estimate the amount of time required to complete the project.
- (d) An itemized list of all extra costs incurred, including:
 - (1) How the extra costs relate to the delay and how the costs are being calculated and measured.
 - (2) The identification of all non-salaried project employees for whom costs are being compiled.
 - (3) A summary of time charges for equipment, identified by manufacturer's year and model and the contractor's number, for which costs are being compiled.

108.14.4.2 The contractor shall provide written notice to the engineer within seven days of the results of the comparison of the detailed reports performed each Monday and shall define any disagreements between specific records.

108.14.4.3 Failure to meet to review the engineer's records or to report disagreements between the records will be considered conclusive evidence that the engineer's records are accurate.

108.14.5 Procedures Following Completion of Work Allegedly Delayed. Within the earlier of 15 days of completion of any phase of work allegedly delayed, or of project completion, the contractor shall submit a report to the engineer containing the following information:

- (a) A description of the operations that were delayed and the documentation and explanation of the reason for the delay, including all reports prepared by or for the contractor.
- (b) An as-built chart or other graphic depiction of how the operations were delayed based on the contractor's most recent progress schedule prior to the delay event.
- (c) An item by item measurement and explanation of extra costs requested for reimbursement due to the delay.

108.14.5.1 All costs shown in the report submitted to the engineer must be directly caused by the delay event and shall reflect the actual costs incurred as shown on the contractor's project cost records kept in the ordinary course of business.

108.14.5.2 The engineer will review the contractor's submission and any reports prepared for the engineer. A written decision will be provided to the contractor within 60 days of the receipt of the complete contractor's submission. This time may be extended if the engineer requires additional information. The contractor shall state affirmatively in writing when the contractor has made a complete submission of information regarding a delay event.

108.14.5.3 In the case of compensable delays, if the engineer determines that the City is responsible for delays to the contractor's operations, the engineer's written decision will reflect the nature and extent of any resulting equitable adjustment to the contract in accordance with Sec 109.

108.15 Suspension of Work Directed by the Engineer.

108.15.1 If the performance of all or any portion of the work is suspended or delayed by the engineer for an unreasonable period of time not originally anticipated, customary or inherent to the construction industry, and the contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven days of receipt of the notice to resume work. The request shall set forth the reasons and support for such an adjustment. The procedures of Secs 108.14.4 and 108.14.5 will apply to requests for additional compensation or time claimed by the contractor as a result of a suspension of work directed by the engineer under this section.

108.15.2 Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost or time required for the performance of the contract has increased as a result of such a suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, suppliers or subcontractors, and not caused by weather, the engineer will make an adjustment, excluding profit, and modify the contract in writing accordingly. The engineer will notify the contractor of the engineer's determination whether or not an adjustment of the contract is warranted.

108.15.3 No contract adjustment will be made unless the contractor has submitted the request for adjustment within the time prescribed.

108.15.4 No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or an adjustment is provided for or excluded under any other term or condition of the contract.

FOR REVIEW ONLY

SECTION 109 MEASUREMENT AND PAYMENT

109.1 Measurement of Quantities. All work completed under the contract will be measured by the engineer according to United States standard measure or will be paid for on a contract quantity basis as set out elsewhere in these specifications. The method of measurement and basis of payment will be made to the nearest whole number unless specified otherwise. When the contract quantity of any item is found to include appreciable errors, or when an authorized revision of the plans is made, the quantity will be corrected before making final payment. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

109.2 Scope of Payment.

109.2.1 Compensation. The contractor shall receive and accept compensation provided for in the contract as full payment for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage or expense arising from the work or the prosecution thereof subject to Sec 109.8.

109.2.2 Completed Improvements. The payment of any current or final estimate, or the acceptance of any portion of the work as provided in the specifications, will not affect the obligation of the contractor to submit for final acceptance a completed improvement in accordance with the contract.

109.3 Compensation for Altered Quantities. When the accepted quantities of work vary from the quantities in the contract, the contractor shall accept payment at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased cost, except as provided in Sec 104 and Sec 108.

109.4 Differing Site Conditions and Changes in the Work. Contract adjustments to compensate for changes in the work or extra work caused by differing site conditions or changes in the work performed in accordance with Sec 104 will be determined by use of one of the following methods, in order of precedence

109.4.1 Contract Unit Prices. Where contract unit prices exist, the contract unit price will always be applied without deviation, unless the effect of a differing site condition or a significant change in the character of the work requires an equitable adjustment to a contract unit price under the terms of this contract. Equitable adjustments will exclude any anticipated profits.

109.4.2 Unit Prices or Lump Sum Amount Agreed Upon in the Change Order Authorizing the Work. Where contract unit prices do not exist for the work to be done, the parties may agree to such unit prices or a lump sum price for that work. Where an equitable adjustment to a unit price is required, the parties may agree to the adjustment to be made to the contract unit price, excluding any anticipated profits. Prior to agreeing upon such unit or lump sum prices, the engineer may require from the contractor any information to which the engineer is authorized under Sec 104.

109.4.3 Equitable Adjustment. In all other cases, except work ordered to be performed under force account, the engineer will make an equitable adjustment to or determination of the affected contract prices for the work, based on the contractor's actual costs to perform the work.

109.4.4 Application of Force Account. Force account, as computed under Sec 109.5, will apply to determine the amount of compensation for a contract adjustment under Sec 109.4 only when expressly directed to be used in writing by the engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the project, whether claimed under the contract, for breach of the contract, arising from a claimed representation by which the contract was induced or any other basis.

109.5 Force Account Computation.

109.5.1 Labor. For all lead workers and laborers, the contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

109.5.1.1 The contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

109.5.1.2 An amount equal to 20 percent (5 percent profit and 15 percent overhead) of the sum of the above items will also be paid the contractor.

109.5.2 Insurance and Taxes. For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the contractor will receive the actual cost paid, to which 20 percent (5 percent profit and 15 percent overhead) will be added.

109.5.3 Material. For material accepted by the engineer and used, the contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost 20 percent (5 percent profit and 15 percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

109.5.4 Equipment. The Contractor will be reimbursed for its costs for providing equipment at the rates listed in "Cost Recovery" as posted by EquipmentWatch™, hereafter referred to as the Rental Rate Blue Book, for contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs. The contractor will be allowed an hourly rate equal to the monthly rental rate divided by 176 hours as set out in the Rental Rate Blue Book <http://equipmentwatch.com/blue-book-cost-recovery/> at the time the force account is ordered. The allowed rates will be the rate adjustment factor multiplied by the bare hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be 50 percent of the hourly rate after the actual operating costs have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to 20 percent (5 percent profit and 15 percent overhead) of the sum of these items will also be paid to the contractor. Whenever it is necessary for the contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

109.5.5 Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in Sec 109.5.

109.5.6 Subcontracted Work. For administration and all overhead costs in connection with approved subcontract work, the Prime contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

109.5.7 Statements. No payment will be made for work performed on a force account basis until the contractor has furnished the engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.
- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

109.5.7.1 Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

109.5.7.2 If material used on the force account work is not specifically purchased for such work but is taken from the contractor's stock, then in lieu of the invoices, the contractor shall furnish an affidavit certifying that such material was taken from contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the contractor.

109.5.8 Compensation. Each day the contractor's representative and the engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the

engineer on forms provided by the engineer, and the copies shall be signed at the end of each day by both the engineer and the contractor, one copy to be retained by the engineer, and one copy to be retained by the contractor. The total payment made, as provided in Sec 109.5, shall constitute full compensation for such work.

109.6 Method of Payment. Payment to the contractor for furnishing all material and performing all work under the contract will be by check, payable to the contractor, in accordance with the schedule entitled Contract Progress Payments that is included with the contract documents.

109.6.1 Mailed The standard procedure will be to mail the payment check to the contractor's address provided in the contract documents. Any requests by the contractor for deviations from this procedure must be in writing on the contractor's letterhead.

109.6.2. Pick up by contractor. If the contractor desires to receive the check directly, in lieu of being mailed, the following procedure must be followed:

(a) The contractor must provide the City's Finance Director notification, in writing, that the check is not to be mailed and it will be picked up by the contractor. This notification must be received a minimum of 72 hrs prior to the date the check is to be mailed as such date is shown within the schedule entitled Contract Progress Payments that is included with the contract documents.

(b) The notification must identify the name of the person, including the person's position with the contractor, that is designated to receive the check on behalf of the contractor.

(c) The person will pick up the check from the City's Finance Department, located at 1200 Main St Grandview, Mo. between the hours of 8:00AM and 4:00PM on the date listed as the *Check mailed* column within the schedule entitled Contract Progress Payments. The person must present picture ID verifying them to be the person established in 109.6.2 (b) and sign a release before receiving the check.

If the contractor fails to pick up the check on the designated day, the check will no longer be available for pick up and will be mailed by the end of the following business day.

109.7 Partial Payments.

109.7.1 Payment Estimates. The engineer will make monthly payment estimates in writing for the material in place and the work performed during the monthly interval and the value thereof at the contract unit bid prices. For partially complete items, the proper percentage with relation to completion will be allowed. The contractor will have the opportunity to review and dispute the quantities shown on the payment estimate. The submittal of the monthly payment estimate shall follow the dates shown in the annual schedule of the Contract Progress Payment. The City reserves the right to deviate from the shown dates due to unforeseen circumstances. The City shall retain five percent (5%) of the amount due the contractor in accordance with 109.9.

109.7.2 Material Allowance. The engineer may, in any payment estimate, include the value of any non-perishable material that will be finally incorporated in the completed work. The material shall be in conformity with the plans and specifications in the contract, and shall not have been used at the time of such estimate. The value of such material in a single submission from one supplier shall be no less than \$5,000.00. The material shall be delivered to the project or other location that is approved by the engineer. Any storage area not within the right of way shall be leased at the contractor's expense with provisions for right of entry by the engineer during the period of storage. Invoices for material payment shall be submitted to the engineer at least four days prior to the estimate date. Receipted invoices for all material payments previously allowed on the estimate shall be submitted to the engineer within 42 days of the date of the estimate on which material allowance was made or such material allowance will be deducted from future payments. The amounts paid for such material shall reduce the amount of other partial or final payments due the contractor for the work performed as the materials are fabricated or incorporated in the completed work.

109.7.2.1 No partial payment will be made for living or perishable plant material until planted.

109.7.2.2 Any material that is removed, either authorized or unauthorized by the contractor, from the project or other approved storage location shall no longer be eligible for Material Allowance per 109.7.2 and any amounts previously paid shall be deducted from future partial payments due the contractor.

109.7.2.3 The engineer may also include in any payment estimate an amount not to exceed 90 percent of the invoice value of any inspected and accepted fabricated structural steel items, fabricated structural aluminum sign trusses, structural precast items and permanent highway signs providing the total invoice value of these items is no less than \$25,000 for each storage location for each project.

109.7.2.4 All material furnished for the work as noted in these specifications will be subject to shop inspection by the engineer.

109.8 Final Acceptance and Payment. When the project has been accepted as provided in Sec 105, the engineer will prepare the final tabulation of the quantities of work performed. All prior partial estimates and payments will be subject to correction in the final tabulation and payment. The contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract. The contractor shall submit the following for file with the City:

- (a) An affidavit, on the form prescribed by the City, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.
- (b) The written consent of the surety to such payment is required if retainage was held.
- (c) Any other documents that may be required by the contract.

109.8.1 Final Payment and Claims. If said affidavit regarding subcontractor and third party debts and claims cannot be given because of a dispute as to the amount or legality of a claim, the engineer, with the consent of the surety, may consent to and make payment of all of the final amounts due the contractor if:

- (a) The engineer is of the opinion that the claim has not been paid solely because the contractor is, in good faith, questioning the legality of said claim or its amount.
- (b) The engineer is further satisfied that there is good and sufficient bond to fully protect said claimant.
- (c) The contractor's affidavit clearly sets out the facts as to the name and address of the unpaid claimant or claimants, the amount of the disputed claim, and a brief statement of the cause of the dispute.

109.8.2 Corrections. Final acceptance will not prevent the City from correcting any measurement, estimate or certificate made before or after completion of the contract. The City will not be prevented from recovering, from the contractor or surety, or both, overpayments made or costs sustained by the City for failure of the contractor to fulfill the obligations under the contract. A waiver on the part of the City of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

109.8.3 Defects. The contractor and surety shall be liable to the City for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty or guaranty without prejudice to the terms of the contract.

109.9 Retained Percentage.

109.9.1 Withholding of Retained Percentage.

109.9.1.1 On all projects other than those where the federal government is participating in the cost of construction, the City shall retain five percent (5%) of the amount due the contractor for satisfactorily complete work.

109.9.2 Release of Retained Percentage. As soon as practical after final acceptance of the work by the Board of Aldermen of the City, and after final quantities have been computed, the retained percentage will be paid to the contractor. At the discretion of the engineer, the amount portion of any retained percentage may be reduced after the project has been essentially completed. Prior to release of any the complete retained percentage the contractor shall file with the City:

- (a) An affidavit, on the form prescribed by the City, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.
- (b) The written consent of the surety to such payment.
- (c) All documents required in 105.15.2.1 and any other documents which may be required by the contract.

109.9.3 Release with Pending Claims. If said affidavit cannot be given because of a dispute as to the amount or legality of a claim, the engineer, with the consent of the surety, may consent to and make payment of all of final amounts and percentage due the contractor if:

- (a) The engineer is of the opinion that the claim has not been paid solely because the contractor is, in good faith, questioning the legality of said claim or its amount.

(b) The engineer is further satisfied that there is good and sufficient bond to fully protect said claimant.

(c) The contractor's affidavit clearly sets out the facts as to the name and address of the unpaid claimant or claimants, the amount of the disputed claim, and a brief statement of the cause of the dispute.

109.10 Assignments. Neither the contract, nor any duties or obligations or rights of the contractor or the contractor's surety arising under, from or relating to the contract, or to be performed as required by the contract, and whether present or prospective, including, without limitation, money due at any time or any claim of any character arising from or relating to performance or nonperformance of the contract, whether for breach or otherwise, shall be assigned or transferred to any other person so as to bind or affect the City absent the express written consent of the surety and the City and upon a written request and compliance with such requirements as the engineer or City may provide.

109.11 Compensation for Project Delays. This provision will apply to and will control all contract adjustments, change orders and claims for additional compensation that are time related, resulting from **compensable** project delays, inefficiency, standby, extended performance or described in any other term.

109.11.1 Only the actual and documented additional costs associated with the following items will be recoverable by the contractor as an equitable adjustment for delay.

- (a) Non-salaried labor expenses.
- (b) Material costs.
- (c) Equipment costs.
- (d) Costs of extended job-site overhead.
- (e) An additional ten percent of the total of items (a), (b), (c) and (d) for home office overhead and every other cost for which no specific allowance is provided.

109.11.2 All costs claimed shall be adequately documented when measuring additional equipment expenses (i.e. ownership expenses) arising as a direct result of a delay caused by the City. Actual records kept in the usual course of business, measuring actual increased ownership expenses pursuant to generally accepted accounting principles, may be required at the discretion of the engineer for determining equipment costs. For delays that the engineer determines to be short-term, or when the engineer determines this method acceptable, equipment costs shall be calculated using the provisions for authorized standby time in Sec 109.5.4, except that no increase for overhead or profit will be allowed in excess of what is established in Sec 109.11.1.

109.11.3 The parties agree that, in any adjustment for delay costs, City will have no liability for the following items of damages or expense.

- (a) Profit in excess of that provided herein.
- (b) Loss of profit.
- (c) Labor inefficiencies.
- (d) Equipment inefficiencies or reduced production.
- (e) Home office overhead in excess of that provided in the percentage allowance in Sec 109.11.1 or herein if none of those percentages applies.
- (f) Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
- (g) Indirect costs or expenses of any nature.
- (h) Attorney's fees, claims preparation expenses or costs of litigation.

109.12 Change Orders. Except as otherwise provided for in the change order, an adjustment of the contract price or time of contract performance in a change order constitutes compensation in full to the contractor, subcontractors and suppliers for all costs and time effects directly or indirectly attributable to the matter described in the change order, for all delays related thereto, for all impact, cumulative impacts and for performance of the change within the time stated. The surety's liability under the contract bond and contract shall not be limited to the penal sum as set forth in the contract bond. The surety shall be liable and responsible to the City for the contractor's entire performance and of all obligations arising under or from

the contract, which shall include, but not be limited to, any change orders issued under the contract that increase the cost of the contract.

109.13 Prompt Payment to Subcontractors and Suppliers. The requirements set forth in this section will apply to only those contracts where the federal government is participating in the cost of construction.

109.13.1 When the contractor receives any payment from the City, the contractor shall, within the earlier of fifteen days of receipt of that payment, or the date provided by the subcontract or purchase order, pay each subcontractor or supplier a sum, less only any retention provided by the subcontractor or purchase order or sum withheld as allowed by Sec 109.13.3, equal to one of the following:

- (a) The value of that subcontractor's work, services or material included on the contractor payment estimate applicable to that payment.
- (b) The amount of any material allowance under Sec 109.7.
- (c) Such greater sum as provided by the subcontract or purchase order for work included on the contractor payment estimate.

109.13.2 Notwithstanding any conflicting provision in a subcontract or purchase order and subject only to the requirements of Sec 109.13.3, the contractor shall make final payment of the balance of all sums under a subcontract or purchase order, including any retention, within 30 days of the satisfactory completion of the subcontractor's work or services, or a supplier's final delivery of materials to be provided.

109.13.3 The contractor may withhold periodic payment or final payment to a subcontractor or supplier only for the following causes and only if that subcontractor or supplier is directly involved:

- (a) The engineer has rejected specific areas or items of work or materials as not conforming to the contract or such areas or items of work or materials are deemed not suitable for payment.
- (b) Unsatisfactory job progress.
- (c) Defective construction work or materials not remedied.
- (d) Disputed work, but only the disputed amount.
- (e) Failure to comply with other material provisions of the contract.
- (f) Third party claims filed, or reasonable evidence that a claim will be filed, but not claims covered by a subcontractor or supplier's insurance required by Sec 107.
- (g) Substantial evidence of the subcontractor or supplier's failure to make timely payments for labor, equipment or materials; damage to the contractor or another subcontractor or material supplier, but not such damage as is covered by a subcontractor or supplier's insurance required by Sec 107.13.2.3.
- (h) Substantial evidence that the subcontractor or supplier's work cannot be completed for the unpaid balance of the subcontract or purchase order sum, or a reasonable amount for retention.

SECTION 110

STATE AND FEDERAL WAGE RATES AND OTHER REQUIREMENTS

110.1 Prevailing Wage Rates. The prevailing rate of wages, overtime and fringe benefits as determined by the Department of Labor and Industrial Relations of Missouri, or by a court decision on appeal, will be contained in the bid documents. The contractor and all subcontractors shall pay not less than the prevailing rate of wages, overtime and fringe benefits as specified or as same may be changed by a court decision on appeal, for all work performed under the contract.

110.2 Federal-Aid Projects. If the federal government is participating in the cost of construction of the project, all applicable federal laws, and the regulations made pursuant to such laws, will be applicable to and become part of the contract, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate federal agency in accordance with Sec 105.10. Contracts with federal-aid will require payment of the prevailing hourly wage rate for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and will require adherence to a schedule of minimum wages as determined by the U.S. Department of Labor. For work performed anywhere on the project, the contractor and the subcontractors shall pay the higher of these two applicable wage rates.

110.3 Records. Per 290.250 RSMo, the contractor shall forfeit a penalty up to \$100 per day per worker for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or any subcontractor as determined by the Missouri Department of Labor.

110.3.1 The contractor is advised that the prevailing wage rate, overtime and fringe benefits are subject to change during the life of the contract by court decision. No such change shall be the basis for adjustment in the contract price.

110.3.2 The contractor and each subcontractor shall keep an accurate record showing the names and occupation of all workers employed by the contractor, including the actual wages, overtime and fringe benefits paid to each worker. The record shall be open to inspection at all reasonable hours by the representatives of the Department of Labor and Industrial Relations of Missouri or the City. The contractor shall submit certified copies of payrolls of the contractor and each subcontractor to the engineer each week.

110.3.3 Prior to final payment for a project the contractor must submit an affidavit of compliance with prevailing wage law. A separate affidavit is required of the contractor and each subcontractor. Forms are available from the City or the Mo. Department of Labor web site https://labor.mo.gov/sites/labor/files/pubs_forms/PW-4-A1.pdf.

SUPPLEMENTAL CONDITIONS

FOR REVIEW ONLY

City of Grandview

SUPPLEMENTAL CONDITIONS

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Effective Date August 14, 2017

CITY OF GRANDVIEW

SUPPLEMENTARY CONDITIONS

- A. CONTRACT SPECIFICATIONS: Unless otherwise noted, all work on any facility within a public right of way or a public easement which is owned or intended to be owned by the City of Grandview shall conform to the latest edition of the *Kansas City Metropolitan Chapter of the American Public Works Association Standard Specifications* and the *City of Grandview General Conditions* regardless whether performed through a contract with the City of Grandview or by a private developer.
- B. MODIFICATIONS TO GENERAL CONDITIONS: The General Conditions shall be modified as follows:
NONE
- C. MODIFICATIONS TO DIVISION II OF KANSAS CITY METROPOLITAN AMERICAN PUBLIC WORKS SPECIFICATIONS:
1. Section 2101.3.D Demolition and Removal shall be modified by the addition of the following paragraph:
For projects involving the removal of the existing pavement of older city streets the contractor is advised that the exact composition of the street(s) pavement is unknown and may even vary throughout the length of the project. The contractor may or may not encounter surface and subsurface concrete patches, concrete pavement, cement treated base, multiple layers of chip & seal, or full depth asphalt. The contractor should not rely on the borings provided by the City to predict the presence of such conditions in areas where borings were not taken. The method of payment for the removal of the existing pavement, whether bid separately or included in other items, is defined in the Job Special Provisions. The contractor's bid for removal of existing pavement will be assumed to cover the presence of the types of conditions mentioned herein whether or not they actually exist and contractor is encouraged to undertake an independent investigation regarding the presence of such conditions. Payment will be per defined method regardless of material encountered
 2. Section 2102.7 Finishing
Paragraph A. is deleted and replaced with the following:
In areas where sodding or seeding is proposed, the upper 12 inches shall meet the following :
 - (1) Soil excavated upon the project may be used for the upper 12 inches of fill if meeting the following: It shall be fertile, friable, loam of uniform quality, without admixtures of subsoil materials, and shall be free from materials such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than ½ inch in diameter, and any other similar impurities. Soil shall be relatively free of grass, roots, weeds, and other objectionable plant material; such as undesirable vegetable debris, which will prevent the formation of a suitable seedbed.
 - (2) Soil obtained off of the project from sources approved by the Director of Public Works shall be BLACK, fertile, friable, loam soil of uniform quality, without admixture of subsoil materials, and shall be free from materials such as hard clods,

stiff clay, hardpan, partially disintegrated stone, pebbles larger than ½ inch in diameter, and any other similar impurities. The soil shall be relatively free of grass, roots, weeds, and other objectionable plant material; such as undesirable vegetable debris which will prevent the formation of a suitable seedbed.

3. Section 2205.4.C "Asphalt Hot-Mix Recycling", shall be modified by the addition of the following:

Use of RAS (recycled asphalt shingles) is only permitted when approved by the Engineer. When permitted, RAS must comply with the latest version of MoDOT's **MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION** Section 403.2.6.2

4. Section 2301 Standard Sidewalks, Sidewalk Ramps, Driveways, and Bicycle/Pedestrian Paths shall be modified with the addition of the following language. In the event of conflicts with other language specified in APWA section 2301, this language shall take precedence."

Tree roots encountered shall be removed to a point at least six inches (6") below and six inches (6") outside the limits of any proposed sidewalk. Cuts shall be smooth and perpendicular. Severed roots larger than two inches (2") in diameter shall be painted with either a pruning paint or an asphalt-based paint. Clearance between the edge of any sidewalk and tree trunk shall be at least six inches (6") and the sidewalk shall be neatly blocked out when necessary. Location of the contraction and expansion joints shall be adjusted to align with the resulting changes in sidewalk width.

No direct payment will be made for removing tree roots. It will be considered subsidiary to other items in the proposal.

5. Section 2502.D.3 "Design" shall be amended to read:
Pipe shall have an integral bell and spigot joint. Wall thickness shall be SDR 26 or SDR 21 as shown on the plans. If for any reason the depth of cover on any portion of a line between two manholes exceeds 20 feet the entire line must be SDR 21 pipe or written approval by the City of Grandview Public Works Department.
6. Section 2502.D.5 "Fittings" shall be amended to read:
Fittings defined as tee (T) or wye (Y) connections suitable for assembly to the four (4) inch or six (6) inch building service lines shall be bell –end with a minimum wall thickness conforming to SDR 26 and shall be furnished by the pipe manufacturer. A special design is required for service connections 8 inches and larger. Saddle tees or wyes will not be permitted during sewer main installation

- D. **INSURANCE:** In accordance with Section 107.13 of the General Conditions, the CONTRACTOR shall maintain insurance, with the City of Grandview named as an additional insured, with the following minimum amounts of coverage.

"Automobile Liability"

Bodily Injury	\$1,000,000.00 Each Person
Bodily Injury	\$1,000,000.00 Each Occurrence

Property Damage	\$ 50,000.00 Each Occurrence
Combined Bodily & Property Damage	Limit of \$2,000,000.00
"General Liability"	
Personal Injury	\$2,000,000.00 Each Person
Personal Injury	\$2,000,000.00 Each Occurrence
Property Damage	\$1,000,000.00 Each Occurrence
Property Damage	\$1,000,000.00 Aggregate
Personal Injury & Property Damage	Combined Single Limit of \$2,000,000.00

The CONTRACTOR shall furnish evidence that it maintains Workmen's Compensation Insurance in the following minimum amounts of coverage.

Employer's Liability	Statutory
	\$500,000 each person
	\$500,000 each accident
	\$500,000 each policy

Railroad Protective Liability Insurance: When construction work is required on railroad property, the Contractor shall obtain, pay for and maintain a Protective Liability Insurance contract for and in behalf of each railroad involved and as specified in the Job Special Provisions.

- E. SALES AND USE TAX EXEMPTION: Section 102.6 of the General Conditions applies only to those projects that the City of Grandview is a party of the contract for construction of the project.
- F. CORRESPONDENCE: Correspondence mailed to the Contractor's address shall be considered as received by the Contractor.
- G. BURNING: Open burning of debris will not be permitted. Controlled Burning in accordance with MoDNR requirements may be allowed. Contact the Grandview Fire Department for procedure of obtaining permit.
- H. WORK RESTRICTIONS: No work shall be done between 5:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or Holidays without the written permission of the City. However, emergency work may be done without prior permission. If emergency work is performed, the Public Works Dept. shall be notified by 8:00 AM the following business day
- A condition of working during the restricted time shall be the reimbursement to the City of all inspection costs incurred during the restricted time. The City, at its sole discretion, may waive this condition.
- I. METHOD OF MEASUREMENTS AND BASIS OF PAYMENT: Measurements and payments for items listed in the proposal will be made in accordance with the KC Metro APWA specifications, except as modified by the Job Special Provisions
- J. PAYMENT SCHEDULE: Date of payment shall be per the Payment Schedule provided in

the contract. If no Payment Schedule is provided in the contract, payment shall be mailed the Friday following the second regularly scheduled meeting of the Board of Alderman following the preparation of the Pay Estimate. In no case shall payment be made more than 30 days following the preparation of a monthly Pay Estimate

- K. **EROSION AND SEDIMENT CONTROL:** In accordance with City of Grandview Ordinance No. 6198 an erosion and sediment control permit may be required for this project. For project being performed by means of a contract with the City of Grandview, the Job Special Provisions shall state whether or not a permit is required. If a permit is required, the \$500 permit fee will be waived by the City if the project is being constructed by a contractor of the City of Grandview. Section 2150 Erosion and Sediment Control of the Kansas City American Public Works Association will govern the necessary work to construct and maintain the required erosion and sediment control for this project. A log, including at a minimum, dates on which each measure was installed, inspections of the measures, noted deficiencies of the measures, and dates of corrections must be on site.

Failure to properly install erosion control measures, maintain the erosion control measures, to have the SWPP and log records up to date and available, and perform the required inspections of the erosion control measures are violations of Ordinance No. 6198. Violations of Ordinance No. 6198 may result in a stop work order on the project, corrective measures taken by the City with any incurred costs deducted from the Contractor's payments, and fines of \$100 /offense/day. No allowance will be made for delay or suspension of the prosecution of the contracted work due to any stop work order issued for failure of the contractor to abide with Ordinance No. 6198.

A copy of Ordinance No. 6198 is available from the City of Grandview Public Works Department or on the internet at <http://www.grandview.org/index.aspx?page=628>.

- L. **SMALL QUANTITIES OF MATERIALS:** Small quantities of materials may be accepted for a project based on some combination of certification documentation, delivery tickets and visual inspection. This allowance is intended for materials that will not adversely affect the completed facility. Prior to commencing work on the project the contractor shall submit a written request stating the type of materials or construction along with the total amount to be used on the project for which acceptance is requested. The City shall either confirm or deny in writing the items for which acceptance is approved of use on the project. The table below provides the schedule of materials and associated quantities which may be accepted without complying with the material submittals, sampling, and testing requirements found in other parts of the specifications. The quantity limits is the total quantity of the material to be used on the project not the quantity for which acceptance is requested. The delivery ticket must include the material designation i.e. Type 3-01 asphaltic concrete, WA610-1-4 PCC, MoDOT Type 5 aggregate, etc.

Small Material Quantity Acceptance Table		
Type of Construction or Material	Basis of Acceptance	Quantity Limits
Aggregate for base	<ul style="list-style-type: none"> • Weights on delivery tickets • Visual inspection 	• 500 tons/project
Aggregate for surfacing	<ul style="list-style-type: none"> • Weights on delivery tickets • Visual inspection 	• 500 tons/project
Asphalt Concrete mixes	<ul style="list-style-type: none"> • Weights on delivery tickets • Visual inspection 	• 100 tons/per mix type/project
Concrete sidewalks	<ul style="list-style-type: none"> • Volumes on delivery tickets 	• 500 yd ² /project

	<ul style="list-style-type: none"> • Visual inspection 	
Concrete base	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 500 yd²/project
Pavement patching	<ul style="list-style-type: none"> • Weights or volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 100 tons/project (AC) • 50 yd³/project (PCC)
Temporary pavement	<ul style="list-style-type: none"> • Weights or volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 500 yd²/project
Concrete curb and gutter	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 100 lf/project
Paved ditches	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 50 yd³/project
Concrete for pipe encasement	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 15 yd³/project
Precast masonry items	<ul style="list-style-type: none"> • Visual inspection • Material certification 	<ul style="list-style-type: none"> • 100 pieces/project
Concrete for fence posts	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 10 yd³/project
Concrete for pole bases	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 10 yd³/project
Concrete for bases and/or inverts used in catch basins, manholes, inlets	<ul style="list-style-type: none"> • Volumes on delivery tickets • Visual inspection 	<ul style="list-style-type: none"> • 50 yd³/project
Pipe	<ul style="list-style-type: none"> • Visual inspection • Material certification 	<ul style="list-style-type: none"> • 100 lin ft/project

M. LAWN/LANDSCAPING SPRINKLER SYSTEMS: Sprinkler systems are not an *UNDERGROUND FACILITY* as defined by Mo statute Sec 319.015, and are not located in junction with notification to Missouri One Call. The Contractor shall inspect to project for the presence of underground sprinkler systems. The Contractor will be responsible for the repairs or modifications to existing sprinkler systems caused by his activity, regardless of notification to Missouri One Call. No direct payment will be made for this item.