



FINANCE COMMITTEE

Monday, April 29, 2024 4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
 - A. First Quarter 2024 Budget and Investment Reports
- 3. Action Items**
 - A. Approve the minutes for the April 8, 2024, meeting
 - B. Approve a resolution to adopt an Investment Policy (Administration)
 - C. Approve the semi-annual financial report for the second half of 2023 and direct City Administration to publish (Administration)
 - D. Approve a contract with She Digs It, LLC, for the McAfee Pump Station Rehabilitation construction project.
 - E. Approve a contract with Barkley Asphalt Company for the 2024 Asphalt Maintenance construction project.
- 4. Non-Action Items**
 - A. Pavement Marking Project Update
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**

ITEM 2.A.

For 4/29/2024

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE

Policy Report

Date: April 15, 2024

Prepared By:

Bryan Kidney, Deputy City Administrator/Finance Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

First Quarter 2024 Budget and Investment Reports

BACKGROUND:

Budget Report

Staff will review the first quarter budget variances for 2024 at the Finance Committee.

Investment Report

The City contracted with Columbia Capital in October 2023. Since that time, staff and consultants have restructured the City's investments from a passive investment strategy to an active investment strategy that complies with state statutes and best practices. The quarter ending March 31, 2024, is the first full quarter of that strategy. Staff will review the investment results of the past quarter.

STRATEGIC GOAL(S):

Operational Excellence

BUDGET IMPACT:

There is no budget impact on this item.

ALTERNATIVES:

1. Review 1st Quarter 2024 Budget Report and Investment Report
2. Do not review 1st Quarter 2024 Budget Report and Investment Report

STAFF RECOMMENDATION:

None

POLICY:

Parkville Municipal Code Section 143.020 directs the Finance/Audit Committee to hear financial reports and funding requests and report to the Board of Aldermen on financial matters.

SUGGESTED MOTION:

Because this is a report, no motion is necessary.

ATTACHMENTS:

1. 1st Quarter Budget Report
2. 1st Qtr Investment Summary

City of Parkville, Missouri
General Fund (10) 2024 Adopted Budget
2023 Unaudited 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues					1st Quarter				
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 Year to date	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Property Taxes	\$ 1,560,000	\$ 1,624,400	\$ 1,664,072	\$ 1,740,000	\$ 1,767,756	\$ 1,812,000	\$ 1,890,000	\$ 1,973,000	\$ 2,060,000
Licenses	76,800	73,900	67,553	80,400	6,143	81,000	81,000	81,000	81,000
Permits	505,300	304,800	295,362	518,000	390,008	505,000	505,000	505,000	505,000
Franchise	898,000	885,000	960,584	940,000	144,517	902,000	908,000	914,000	914,000
Sales Tax	1,452,000	1,653,000	1,730,944	1,703,000	473,368	1,751,270	1,800,988	1,852,198	1,904,944
Other	-	-	-	-	-	-	-	-	-
Court	41,000	24,400	50,996	25,000	8,314	25,000	25,000	25,000	25,000
Interest	13,000	100,300	92,587	95,500	19,812	95,500	95,500	95,500	95,500
Miscellaneous	570,000	522,000	486,655	513,000	412,782	520,000	640,000	640,000	640,000
Grant	33,000	-	-	-	-	-	-	-	-
Transfers	860,500	860,500	860,500	370,000	92,500	185,000	92,500	46,250	23,125
Total Revenues	6,009,600	6,048,300	6,209,253	5,984,900	3,315,200	5,876,770	6,037,988	6,131,948	6,248,569

Expenditures									
Department									
Administration	1,733,968	1,733,968	1,715,678	1,873,000	326,939	1,929,190	1,987,066	2,046,678	2,108,078
Police	2,002,650	2,002,650	1,555,262	-	-	Moved to Public Safety Sales Tax - Fund 42			
Court	163,379	163,379	139,749	173,000	35,489	50,000	51,500	53,045	54,636
Public Works	289,440	289,440	317,823	433,000	80,341	445,990	459,370	473,151	487,345
Community Development	493,959	493,959	531,947	578,000	125,968	595,340	613,200	631,596	650,544
Streets	Moved to Transportation Sales Tax - Fund 40								
Parks	Moved to Parks Sales Tax - Fund 41								
Nature Sanctuary	Moved to Parkville Nature Sanctuary - Fund 60								
Public Information	35,660	35,660	28,083	49,000	3,040	50,470	51,984	53,544	55,150
Transfers Out	935,575	935,575	935,575	2,578,000	833,250	2,537,340	2,613,460	2,691,864	2,772,620
Information Technology	98,304	98,304	122,057	194,000	39,393	199,820	205,815	211,989	218,349
Capital Outlay	261,094	261,094	177,300	-	-	-	-	-	-
Total Expenditures	6,014,029	6,014,029	5,523,474	5,878,000	1,444,420	5,808,150	5,982,395	6,161,866	6,346,722

Increase (decrease)	(4,429)	34,271	685,779	106,900	1,870,780	68,620	55,594	(29,919)	(98,154)
Beginning Fund Balance	1,364,061	1,364,061	1,364,061	1,398,332	1,364,061	1,364,061	1,432,681	1,488,275	1,458,356
Ending Fund Balance	1,359,632	1,398,332	1,364,061	1,505,232	1,364,061	1,432,681	1,488,275	1,458,356	1,360,203
Reserve Fund Balance %	23%	23%	25%	26%	94%	25%	25%	24%	21%
Plus: Emergency Fund Balance	1,332,108	1,332,109	1,332,109	1,450,108	1,450,108	1,450,108	1,450,108	1,450,108	1,450,108
Total Fund Balance	\$ 2,691,740	\$ 2,730,441	\$ 2,696,170	\$ 2,955,340	\$ 2,814,169	\$ 2,882,789	\$ 2,938,383	\$ 2,908,464	\$ 2,810,311

City of Parkville, Missouri
Temporary Levy / 2006 Certificates of Participation (COPs) Fund (22) 2024 Adopted Budget
2023 Unaudited, 2024 Adopted, 2024 Year to Date, 2025-2028 Forecast

Revenues							
Category	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Property Taxes	\$ 534,535	\$ 527,000	\$ 566,328	\$ 546,000	\$ -	\$ -	\$ -
Interest Income	1,163	300	181	300	300	300	-
Total Revenue	535,698	527,300	566,509	546,300	300	300	-

Expenditures							
Loss on Investments		-		-	-	-	-
Bond Principal	420,474	444,872	444,873	123,277	123,119	139,867	-
Bond Interest	23,327	13,635	9,309	7,271	4,512	1,567	-
2006/2015 COPS Bond Fees		-	-	-	-	-	-
City Hall Capital	-	200,000	-	207,000	-	9,270	-
Total Expenditures	443,801	658,507	454,182	337,548	127,631	150,704	-
Increase (decrease)	91,897	(131,207)	112,327	208,752	(127,331)	(150,404)	-
Beginning Fund Balance	128,691	200,190	220,588	68,983	277,735	150,404	-
Ending Fund Balance	\$ 220,588	\$ 68,983	\$ 332,915	\$ 277,735	\$ 150,404	\$ -	\$ -

City of Parkville, Missouri
Brush Creek NID Debt Service Fund (23) 2024 Adopted Budget
2023 Unaudited, 2024 Adopted, 2024 Year to Date, 2025-2028 Forecast

Revenues								
Category	2023 Revised	2023 Unaudite	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Special Assessment	\$ 283,833	\$ 276,067	\$ 283,833	\$ 272,804	\$ 283,833	\$ 283,833	\$ 283,833	\$ 283,833
Penalties	-	118.00	-	-	-	-	-	-
Transfer from General	56,278	56,278	56,000	56,000	55,000	55,000	55,000	55,000
Total Revenues	340,111	332,463	339,833	328,804	338,833	338,833	338,833	338,833

Expenditures								
Bond Principal	290,000	290,000	290,000	290,000	295,000	295,000	300,000	305,000
Bond Interest	53,904	53,904	51,439	26,372	48,659	45,488	41,841	37,680
Bond Fees	300	300	300	150	300	300	300	300
Total Expenditures	344,204	344,204	341,739	316,522	343,959	340,788	342,141	342,980
Increase (decrease)	(4,093)	(11,741)	(1,906)	12,282	(5,126)	(1,955)	(3,308)	(4,147)
Beginning Fund Balance	22,725	22,725	18,632	10,984	16,726	11,600	9,645	6,337
Ending Fund Balance	\$ 18,632	\$ 10,984	\$ 16,726	\$ 23,266	\$ 11,600	\$ 9,645	\$ 6,337	\$ 2,190

City of Parkville, Missouri
Brink Meyer NID Debt Service Fund (24) 2024 Adopted Budget
2023 Unaudited, 2024 Adopted, 2024 Year to Date, 2025-2028 Forecast

Revenues							
Category	2023 Unaudite	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Special Assessment	\$ 1,662	\$ 1,662	\$ 1,662	\$ 1,662	\$ 1,662	\$ 1,662	\$ 1,662
Transfers	230,297	235,000	235,000	235,000	235,000	235,000	235,000
Total Revenues	231,959	236,662	236,662	236,662	236,662	236,662	236,662

Expenditures							
Bond Principal	195,000	200,000	195,000	205,000	205,000	210,000	210,000
Bond Interest	36,902	35,245	18,062	33,368	31,189	28,678	25,823
Bond Fees	300	300	150	300	300	300	300
Total Expenditures	232,202	235,545	213,212	238,668	236,489	238,978	236,123
Increase (decrease)	(243)	1,117	23,450	(2,006)	173	(2,316)	539
Beginning Fund Balance	5,681	5,454	5,438	6,571	4,565	4,738	2,422
Ending Fund Balance	\$ 5,438	\$ 6,571	\$ 28,888	\$ 4,565	\$ 4,738	\$ 2,422	\$ 2,961

City of Parkville, Missouri
Sewer Services Fund (30) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2025-2028 Forecast

Revenues									
	2023 Budget	2023 Amended	2023 Unaudited	2024 Adopted	2024 Year to date	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Sewer Charges	\$ 1,760,193	\$ 1,760,193	\$ 1,770,728	\$ 1,813,000	\$ 413,464	\$ 1,867,388	\$ 1,923,410	\$ 1,981,112	\$ 2,040,546
Sewer Tap Fees	30,450	30,450	15,650	30,000	5,250	30,450	30,907	31,370	31,841
Sewer Impact Fees	50,750	50,750	11,817	51,500	4,950	52,273	53,057	53,852	54,660
MOAW Bill Collection Payment	550	550	-	550	501	550	550	550	550
Grinder Pump Admin Fee	4,620	4,620	4,620	4,600	1,155	4,600	4,600	4,600	4,600
Interest Income	5,050	5,050	3,557	5,500	60	5,555	5,611	5,667	5,723
Transfer from Sewer CIP (34)	187,500	-	-	-	-	-	-	-	-
Miscellaneous	-	28,067	50,567	-	7,022	-	-	-	-
Total Revenues	2,039,113	1,879,680	1,856,939	1,905,150	432,402	1,960,816	2,018,134	2,077,152	2,137,920

Expenses									
Operating Expenses	812,758	826,550	1,157,460	800,500	156,297	1,009,515	1,039,800	1,070,994	1,103,124
Capital Expenses	627,450	627,450	306,010	709,000	-	723,000	766,000	824,000	824,000
Additional Capital: MDNR	-	-	-	-	-	-	200,000	276,000	276,000
Debt Service (Transfer to 34)	182,500	182,500	172,191	179,000	7,500	31,350	-	-	-
Transfer to General Fund	360,500	360,500	360,500	370,000	92,500	185,000	92,500	46,250	46,250
Other Transfers	-	-	-	-	-	-	-	-	-
Total Expenses	1,983,208	1,997,000	1,996,161	2,058,500	256,297	1,948,865	2,098,300	2,217,244	2,249,374
Increase (Decrease)	55,905	(117,320)	(139,222)	(153,350)	176,105	11,951	(80,167)	(140,093)	(111,454)
Beginning Fund Balance	785,884	785,884	788,729	668,564	649,507	825,612	837,563	757,396	617,304
Ending Fund Balance	\$ 841,789	\$ 668,564	\$ 649,507	\$ 515,214	\$ 825,612	\$ 837,563	\$ 757,396	\$ 617,304	\$ 505,849

Fund Balance %	42%	33%	33%	25%		43%	36%	28%	22%
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City of Parkville, Missouri
Transportation Fund (40) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 Year to Date	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Taxes	\$ 1,281,000	\$ 1,343,107	\$ 1,460,584	\$ 1,363,000	\$ 480,244	\$ 1,399,000	\$ 1,435,000	\$ 1,472,000	\$ 1,510,000
Other	15,000	15,000	49,076	15,000	77,632	15,000	15,000	15,000	15,000
Transfers	236,000	236,000	236,000	243,000	60,750	250,000	258,000	266,000	274,000
Total Revenues	1,532,000	1,594,107	1,745,660	1,621,000	618,626	1,664,000	1,708,000	1,753,000	1,799,000

Expenditures									
Salary and Benefits	538,988	538,988	482,500	626,000	126,186	645,000	664,000	684,000	705,000
Operating	552,200	552,500	457,112	610,000	19,284	628,000	647,000	666,000	686,000
Capital	585,000	470,000	477,011	380,000	1,005	425,000	348,000	377,000	436,000
Transfers Out	66,229	66,229	66,229	-	-	-	-	-	-
Total Expenditures	1,742,417	1,627,717	1,482,852	1,616,000	146,475	1,698,000	1,659,000	1,727,000	1,827,000
Increase (decrease)	(210,417)	(33,610)	262,808	5,000	472,151	(34,000)	49,000	26,000	(28,000)
Beginning FB	353,260	367,770	367,770	334,160	367,770	839,921	805,921	854,921	880,921
Ending FB	\$ 142,843	\$ 334,160	\$ 367,770	\$ 339,160	\$ 839,921	\$ 805,921	\$ 854,921	\$ 880,921	\$ 852,921
Fund Balance % (of OPS)	12%	29%	37%	27%	577%	63%	65%	65%	61%
Total CIP Request	-	-		685,000		825,000	798,000	827,000	886,000
CIP \$ Not Included Above	-	-		305,000		400,000	450,000	450,000	450,000
Net Capital in Forecast	-	-		380,000		425,000	348,000	377,000	436,000

City of Parkville, Missouri
Parks Sales Tax Fund (41)
2023 Budget, 2023 Unaudited, 2024 YTD, 2024-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 unaudited	2024 Adopted	2024 Year to Date	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Taxes	\$ 770,000	\$ 947,000	\$ 952,254	\$ 975,000	319,333	\$ 1,004,000	\$ 1,034,000	\$ 1,065,000	\$ 1,097,000
Program Revenue	40,000	40,000	34,617	37,000	5,990	37,700	38,400	39,100	39,800
Other	-	-		-	-	-	-	-	-
Grants/Donations	1,000	402,743	432,093	1,000	-	1,000	1,000	1,000	1,000
Transfers	350,000	350,000	350,000	426,000	106,500	439,000	452,000	466,000	480,000
Total Revenues	1,161,000	1,739,743	1,768,964	1,439,000	431,823	1,481,700	1,525,400	1,571,100	1,617,800
Expenditures									
Salary and Benefits	541,496	541,496	452,949	771,000	129,095	870,000	896,000	923,000	951,000
Operating	227,575	227,575	173,034	228,000	21,107	253,000	261,000	269,000	277,000
Capital	478,500	478,500	273,113	496,000	41,690	962,000	645,000	350,000	350,000
Transfers Out	-	-	-	-	-	-	-	-	-
Total Expenditures	1,247,571	1,247,571	899,096	1,495,000	191,892	2,085,000	1,802,000	1,542,000	1,578,000
Increase (decrease)	(86,571)	492,172	869,868	(56,000)	239,931	(603,300)	(276,600)	29,100	39,800
Net Change to FB	(86,571)		869,868	(56,000)	239,931	(603,300)	(276,600)	29,100	39,800
Beginning FB	772,097	785,748	887,082	1,756,950	1,756,950	1,700,950	1,097,650	821,050	850,150
Ending FB	\$ 685,526	\$ 1,277,920	\$ 1,756,950	\$ 1,700,950	\$ 1,996,881	\$ 1,097,650	\$ 821,050	\$ 850,150	\$ 889,950
Fund Balance % (of OPS)	89%	166%	281%	170%	1329%	98%	71%	71%	72%

City of Parkville, Missouri
Public Safety Sales Tax (42) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues								
Category	2023 Revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Taxes	\$ 229,929	\$ 192,285	\$ 966,000	\$ 229,185	\$ 995,000	\$ 1,025,000	\$ 1,056,000	\$ 1,088,000
Other	-		3,000	77,290	3,000	4,000	4,000	4,000
Transfers	-		1,500,000	375,000	1,545,000	1,591,000	1,639,000	1,688,000
Total Revenues	229,929	192,285	2,469,000	681,475	2,543,000	2,620,000	2,699,000	2,780,000

Expenditures								
Salary and Benefits	-		2,099,500	354,600	2,183,000	2,227,000	2,272,000	2,317,000
Operating	-		214,000	18,710	218,000	222,000	226,000	231,000
Leases	-		86,500		50,000	50,000	50,000	50,000
Capital	-		-		-	-	-	-
Total Expenditures	-		2,400,000	373,310	2,451,000	2,499,000	2,548,000	2,598,000
Increase (decrease)	229,929	192,285	69,000	308,165	92,000	121,000	151,000	182,000
Beginning Fund Balance	-	-	229,929	192,285	500,450	592,450	713,450	864,450
Ending Fund Balance	\$ 229,929	\$ 192,285	\$ 298,929	\$ 500,450	\$ 592,450	\$ 713,450	\$ 864,450	\$ 1,046,450
Fund Balance % (of OPS)	0%	100%	12%		24%	29%	34%	40%

City of Parkville, Missouri
Fewson Fund (45) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	YTD 2024	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Program Revenue	-	-		-		-	-	-	-
Donations/Grants	-	-		-		-	-	-	-
Interest	\$ 1,500	\$ 1,500	\$ 11,394	\$ 5,000	\$ 288	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Total Revenues	1,500	1,500	11,394	5,000	288	5,000	5,000	5,000	5,000

Expenditures									
Operating	-	118	154	150	43	150	150	150	150
Capital	24,019	23,937	-	28,355	-	-	-	-	-
Transfers Out	-	-	-	-		-	-	-	-
Total Expenditures	24,019	24,055	154	28,505	43	150	150	150	150
Increase (decrease)	(22,519)	(22,555)	11,240	(23,505)	245	4,850	4,850	4,850	4,850
Beginning Fund Balance	602,673	580,154	525,000	557,599	536,240	536,485	541,335	546,185	551,035
Ending Fund Balance	\$ 580,154	\$ 557,599	\$ 536,240	\$ 534,094	\$ 536,485	\$ 541,335	\$ 546,185	\$ 551,035	\$ 555,885
Required Minimum	\$ 525,000	\$ 525,000	\$ 525,001	\$ 525,000	\$ 525,001	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000
Fund % of Required Minimum	111%	106%	102%	102%	102%	103%	104%	105%	106%

City of Parkville, Missouri
Economic Development Fund (46) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Guest Room Tax	\$ 58,000	\$ 65,000	\$ 88,171	\$ 68,000	\$ 14,407	\$ 69,000	\$ 70,000	\$ 71,000	\$ 72,000
Interest	-	-		-		-	-	-	-
Total Revenues	58,000	65,000	88,171	68,000	14,407	69,000	70,000	71,000	72,001

Expenditures									
Operating	35,000	35,000	17,965	23,000		23,000	23,000	23,000	23,000
Developer Reimbursement	40,000	40,000	53,774	45,000	7,541	52,000	53,000	53,000	54,000
Total Expenditures	75,000	75,000	71,739	68,000	7,541	75,000	76,000	76,000	77,000
Increase (decrease)	(17,000)	(10,000)	16,432	-	6,866	(6,000)	(6,000)	(5,000)	(4,999)
Beginning FB	17,546	20,873	10,873	10,873	27,305	34,171	28,171	22,171	17,171
Ending FB	\$ 546	\$ 10,873	\$ 27,305	\$ 10,873	\$ 34,171	\$ 28,171	\$ 22,171	\$ 17,171	\$ 12,172

City of Parkville, Missouri
Marijuana Sales Tax (47) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues								
Category	2023 Revised	2023 Unaudited	2024 Adopted	2024 Year to Date	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Taxes			\$ 112,500	\$ -	\$ 115,875	\$ 119,000	\$ 123,000	\$ 127,000
Other				-				
Total Revenues	-		112,500	-	115,875	119,000	123,000	127,000

Expenditures								
Projects (Storm-water, etc)			50,000	-	50,000	50,000	50,000	50,000
Transfers out			-	-	128,000	69,000	73,000	77,000
Total Expenditures	-		50,000	-	178,000	119,000	123,000	127,000
Increase (decrease)	-		62,500	-	(62,125)	-	-	-
Beginning FB	-		-	-	62,500	375	375	375
Ending FB	\$ -	\$ -	\$ 62,500	\$ -	\$ 375	\$ 375	\$ 375	\$ 375
Fund Balance % (of OPS)	0%	0%	0%		0%	1%	1%	0%

City of Parkville, Missouri
Use Tax Fund (48) 2025 Adopted Budget
2023 Unaudited, 2024 Budget, 2024 Year to date, 2025 Adopted, 2026-2029 Forecast

Revenues							
Category	2023 Unaudited	2024 Adopted	2024 Year to Date	2025 Budget	2026 Forecast	2027 Forecast	2028 Forecast
Taxes	\$ -	\$ 350,000	\$ 21,240	\$ 361,000	\$ 372,000	\$ 383,000	\$ 394,000
Other	-	-	-	-	-	-	-
Total Revenues	-	350,000	21,240	361,000	372,000	383,000	394,000

Expenditures							
Park Trail Maint & Capital	-	70,000	-	72,000	74,000	76,000	78,000
Street Capital	-	204,805	-	211,900	213,080	217,341	221,688
Street Maintenance	-	56,000	-	57,000	59,000	61,000	63,000
Total Expenditures	-	330,805	-	340,900	346,080	354,341	362,688
Increase (decrease)	-	19,195	21,240	20,100	25,920	28,659	31,312
Beginning FB	-	-	-	21,240	41,340	67,260	95,919
Ending FB	\$ -	\$ 19,195	\$ 21,240	\$ 41,340	\$ 67,260	\$ 95,919	\$ 127,231
Fund Balance % (of OPS)	0%	15%	#DIV/0!	32%	51%	70%	90%

City of Parkville, Missouri
Emergency Reserve Fund (50) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Transfers	\$ -	\$ -	\$ -	\$ 118,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	-	-	-	118,000	-	-	-	-	-
Expenditures									
Transfers Out	-	-	-	-		-	-	-	-
Total Expenditures	-	-	-	-		-	-	-	-
Net Change to FB	-	-	-	118,000		-	-	-	-
Beginning FB	1,332,108	1,332,108	1,332,108	1,332,108	1,332,108	1,450,108	1,450,108	1,450,108	1,450,108
Ending FB	1,332,108	1,332,108	1,332,108	1,450,108	1,332,108	1,450,108	1,450,108	1,450,108	1,450,108
General Fund Expenditures	\$ 6,014,029	\$ 6,014,029	\$ 6,014,029	\$ 5,878,000	\$ 5,878,000	\$ 5,808,150	\$ 5,982,395	\$ 6,161,866	\$ 6,346,722
Fund Balance % of Gen. Fund	22%	22%	22%	25%	23%	25%	24%	24%	23%

City of Parkville, Missouri
Parkville Nature Sanctuary (60) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD 2025-2028 Forecast

Revenues										
Category	2022 Audited	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Program Revenue	\$ 6,890	\$ 5,500	\$ 5,500		\$ 5,500	\$ 35	\$ 5,500	\$ -	\$ -	\$ -
Donations/Grants	-	4,500	4,500	8,141	4,500	809	4,500	-	-	-
Transfers	-	63,000	63,000	63,000	-	-	-	-	-	-
Total Revenues	6,890	73,000	73,000	71,141	10,000	844	10,000	-	-	-

Expenditures										
Salary and Benefits	-	74,119	74,000	85,724	-	-	-	-	-	-
Operating	8,262	13,135	17,200	17,298	26,000	593	-	-	-	-
Equipment	-	-	-		-		-	-	-	-
Capital	-	94,000	90,000		46,000	3,380	102,814	-	-	-
Total Expenditures	8,262	181,254	181,200	103,022	72,000	3,973	102,814	-	-	-
Increase (decrease)	(1,372)	(108,254)	(108,200)	(31,881)	(62,000)	(3,129)	(92,814)	-	-	-
Beginning FB	264,385	142,832	263,013	263,013	154,813	231,132	92,813	-	-	-
Ending FB	\$ 263,013	\$ 34,578	\$ 154,813	\$ 231,132	\$ 92,813	\$ 228,003	\$ (1)	\$ -	\$ -	\$ -

City of Parkville, Missouri
Veterans Memorial Fund (66) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Donations	\$ 40,000	\$ 40,000	\$ 23,216	\$ 59,483	\$ 1,666	\$ -	\$ -	\$ -	\$ -
Total Revenues	40,000	40,000	23,216	59,483	1,666	-	-	-	-

Expenditures									
Operating	40,000	40,000	10,249	100,000	-	-	-	-	-
Capital	84,829	40,000	-	-	-	-	-	-	-
Total Expenditures	124,829	80,000	10,249	100,000	-	-	-	-	-
Increase (decrease)	(84,829)	(40,000)	12,967	(40,517)	1,666	-	-	-	-
Net Change to FB	(84,829)	(40,000)	12,967	(40,517)	1,666	-	-	-	-
Beginning FB	84,829	80,517	80,517	40,517	93,484	-	-	-	\$ -
Ending FB	\$ -	\$ 40,517	\$ 93,484	\$ -	\$ 95,150	\$ -	\$ -	\$ -	\$ -

City of Parkville, Missouri
American Rescue Plan Act (ARPA) Fund (68) 2024 Adopted Budget
2023 Budget, 2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenues	-	-	-	-	-	-	-	-	

Expenditures									
Capital	-	-		359,114	-	-	-	-	
Transfers Out	500,000	500,000	500,000	-	-	-	-	-	
Total Expenditures	500,000	500,000	500,000	359,114	-	-	-	-	
Increase (decrease)	(500,000)	(500,000)	(500,000)	(359,114)	-	-	-	-	
Beginning FB	859,114	859,114	859,114	359,114	359,114	-	-	-	
Ending FB	\$ 359,114	\$ 359,114	\$ 359,114	\$ -	\$ 359,114	\$ -	\$ -	\$ -	

City of Parkville, Missouri
Capital Projects Fund (95) 2024 Adopted Budget
2023 Revised, 2023 Unaudited, 2024 Adopted, 2024 YTD, 2025-2028 Forecast

Revenues									
Category	2023 Budget	2023 Revised	2023 Unaudited	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
Bond Proceeds	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	-
Grants	500,000	1,398,582	191,838	-	-	-	-	-	-
Miscellaneous	-	-	937	-		-	-	-	-
Transfers	-	-		-		-	-	-	-
Total Revenues	500,000	1,398,582	192,775	-	-	-	-	-	-

Expenditures									
Route 9 Project (Hwy 45)	-	23,580	178,580	340,880	-	-	-	-	-
Downtown Entryway	-	-	-	-	-	-	-	-	-
Quiet Zone	-	8,484	8,484	29,000	-	-	-	-	-
Transfers Out	-	-		-	-	-	-	-	-
Total Expenditures	-	32,064	187,064	369,880	-	-	-	-	-
Increase (decrease)	500,000	1,366,518	5,711	(369,880)	-	-	-	-	-
Beginning FB	(365,390)	(908,638)	310,943	457,880	316,654	\$ 88,000	88,000	88,000	-
Ending FB	\$ 134,610	\$ 457,880	\$ 316,654	\$ 88,000	\$ 316,654	\$ 88,000	\$ 88,000	\$ 88,000	\$ -

City of Parkville, Missouri
Highway 9 Debt (2021 COPs) Service Fund (96) 2024 Adopted Budget
2023 Unaudited, 2024 Adopted, 2024 Year to Date, 2025-2028 Forecast

Revenues							
Category	2023 Unaudite	2024 Adopted	2024 YTD	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast
9 Highway CID Proceeds	\$ 171,253	\$ 175,000	\$ 184,466	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
Lease Purchase Proceeds	-	-		-	-	-	-
Transfers From Projects	66,229	88,000	-	-	-	-	-
Transfers From Transportation		-	-	-	-	-	-
Total Revenues	237,482	263,000	184,466	175,000	175,000	175,000	175,000

Expenditures							
Bond Principal	160,000	160,000	160,000	165,000	165,000	165,000	165,000
Bond Interest	50,353	49,000	24,466	45,800	42,500	39,200	35,900
Bond Fees	1,750	-		-	-	-	-
Debt Refinance		-		-	-	-	-
Total Expenditures	212,103	209,000	184,466	210,800	207,500	204,200	200,900
Increase (decrease)	25,379	54,000	-	(35,800)	(32,500)	(29,200)	(25,900)
Beginning Fund Balance	(69,029)	69,126	(43,650)	123,126	87,326	54,826	25,626
Ending Fund Balance	\$ (43,650)	\$ 123,126	\$ (43,650)	\$ 87,326	\$ 54,826	\$ 25,626	\$ (274)



March 2024

Security Investment Report City of Parkville, Missouri



City of Parkville, Missouri
Summary of Investments
3/31/2024

Type	Cost	Market Value	Percent of Portfolio	Current Yield
Agency Securities	2,097,584.65	2,107,995.94	22.44%	5.40%
Cash and Equivalents	7,083,869.30	7,083,869.30	75.42%	0.50%
Treasury Bills	199,811.88	200,920.62	2.14%	5.20%
	<u>9,381,265.83</u>	<u>9,392,785.86</u>		
By Fund				
Primary Operations	7,081,212.40	7,081,242.40	75.39%	0.50%
Secondary Liquidity Portfolio	1,000,037.40	1,005,012.34	10.70%	5.39%
Emergency Fund	1,300,016.03	1,306,561.12	13.91%	5.35%
	<u>9,381,265.83</u>	<u>9,392,815.86</u>		

City of Parkville, Missouri

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CONSOLIDATED

Columbia Capital Management, LLC
PORTFOLIO SUMMARY
City of Parkville, Missouri
March 31, 2024

Security Type	Quantity	Total Cost	Market Value	Pct. Assets	Cur. Yield	Est. Annual Income
Fixed Income						
Agency Securities	2,158,000	2,097,584.65	2,107,995.94	22.4	5.4	0.00
	2,158,000	2,097,584.65	2,107,995.94	22.4	5.4	0.00
Cash and Equiv.						
Cash and Equivalents	6,297,331	7,083,869.30	7,083,869.30	75.4	0.0	0.00
Treasury Bills	203,000	199,811.88	200,920.62	2.1	5.2	0.00
	6,500,331	7,283,681.18	7,284,789.92	77.6	0.1	0.00
TOTAL PORTFOLIO	8,658,331	9,381,265.83	9,392,785.86	100.0	1.3	0.00

Columbia Capital Management, LLC
FIXED INCOME PORTFOLIO
City of Parkville, Missouri
March 31, 2024

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Accrued Interest	Market Value +Accr.Int.	Pct. Assets	Yield To Mat.	Duration
Agency Securities										
201,000	FHLB 0%24 DUE 04/22/24	99.14	199,269.46	99.64	200,276.96	0.00	200,276.96	2.1	5.91	0.06
405,000	0.000% Due 04-22-24 FHLB 0%24 DUE 05/15/24	98.79	400,082.65	99.30	402,181.20	0.00	402,181.20	4.3	5.61	0.12
204,000	0.000% Due 05-15-24 FHLB 0%24 DUE 08/13/24	97.63	199,169.80	98.05	200,023.53	0.00	200,023.53	2.1	5.38	0.36
412,000	0.000% Due 08-13-24 FHLB 0%24 DUE 09/16/24	97.09	400,027.56	97.59	402,088.88	0.00	402,088.88	4.3	5.35	0.45
206,000	0.000% Due 09-16-24 FHLB 0%24 DUE 10/04/24	96.87	199,555.15	97.37	200,574.76	0.00	200,574.76	2.1	5.29	0.50
208,000	0.000% Due 10-04-24 FHLB 0%24 DUE 12/06/24	96.09	199,866.55	96.56	200,851.91	0.00	200,851.91	2.1	5.18	0.67
522,000	0.000% Due 12-06-24 FHLB 0%25 DUE 01/07/25	95.71	499,613.48	96.17	501,998.70	0.00	501,998.70	5.3	5.14	0.75
	0.000% Due 01-07-25									
			2,097,584.65		2,107,995.94	0.00	2,107,995.94	22.4	5.38	0.44
Cash and Equivalents										
	Cash		786,538.73		786,538.73		786,538.73	8.4		0.00
6,297,331	Central Bank Money Market	1.00	6,297,330.57	1.00	6,297,330.57		6,297,330.57	67.0		0.00
			7,083,869.30		7,083,869.30	0.00	7,083,869.30	75.4	0.00	0.00

Columbia Capital Management, LLC
FIXED INCOME PORTFOLIO
City of Parkville, Missouri
 March 31, 2024

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Accrued Interest	Market Value +Accr.Int.	Pct. Assets	Yield To Mat.	Duration
Treasury Bills										
203,000	US TREASURY BILL24 U S T BILL DUE 06/11/24 0.000% Due 06-11-24	98.43	199,811.88	98.98	200,920.62	0.00	200,920.62	2.1	5.17	0.20
			199,811.88		200,920.62	0.00	200,920.62	2.1	5.17	0.20
			9,381,265.83		9,392,785.86	0.00	9,392,785.86	100.0	1.32	0.10

Columbia Capital Management, LLC
PERFORMANCE REPORT
GROSS OF FEES
City of Parkville, Missouri
 From 02-29-24 to 03-31-24

Portfolio Value on 02-29-24	8,848,847.32
Contributions	0.00
Withdrawals	0.00
Transfers In	535,606.78
Realized Gains	0.00
Unrealized Gains	8,278.33
Interest	53.43
Dividends	0.00
Portfolio Value on 03-31-24	9,392,785.86
Average Capital	8,866,124.96
Total Gain before Fees	8,331.76
IRR for 0.08 Years	0.09%

Columbia Capital Management, LLC
PERFORMANCE REPORT
GROSS OF FEES
City of Parkville, Missouri
 From 02-01-24 to 03-31-24

Portfolio Value on 02-01-24	0.00
Contributions	3,600,000.00
Withdrawals	-1,300,000.00
Transfers In	7,081,212.40
Realized Gains	0.00
Unrealized Gains	11,520.03
Interest	53.43
Dividends	0.00
Portfolio Value on 03-31-24	9,392,785.86
Average Capital	5,157,542.15
Total Gain before Fees	11,573.46
IRR for 0.16 Years	0.22%

Columbia Capital Management, LLC
FIXED INCOME DISTRIBUTION
City of Parkville, Missouri
March 31, 2024

Summary Information

Totals		Weighted Averages	
Par Value	2,361,000	Average YTM	5.37
Market Value	2,308,916.56	Average Maturity (yrs)	0.43
Total Cost	2,297,396.53	Average Coupon (%)	0.00
Net Gain/Loss	11,520.03	Average Duration	0.42
Annual Income	0.00	Average Moody Rating	NR
Number of Issues	8	Average S&P Rating	NR

Distribution by Moody Rating

Rating	Number	Mkt Value	% Bond Holdings	Average Y T M	Average Coupon	Average Duration
Not Rated	8	2,308,916.56	100.0	5.4	0.000%	0.4

Distribution by S&P Rating

Rating	Number	Mkt Value	% Bond Holdings	Average Y T M	Average Coupon	Average Duration
Not Rated	8	2,308,916.56	100.0	5.4	0.000%	0.4

Columbia Capital Management, LLC
LARGEST HOLDINGS
City of Parkville, Missouri
March 31, 2024

Securities	Market Value	Pct.
Central Bank Money Market	6,297,330.57	67.04
Cash	786,538.73	8.37
FHLB 0%25 DUE 01/07/25	501,998.70	5.34
0.000% Due 01-07-25		
FHLB 0%24 DUE 05/15/24	402,181.20	4.28
0.000% Due 05-15-24		
FHLB 0%24 DUE 09/16/24	402,088.88	4.28
0.000% Due 09-16-24		
US TREASURY BILL24 U S T BILL DUE 06/11/24	200,920.62	2.14
0.000% Due 06-11-24		
FHLB 0%24 DUE 12/06/24	200,851.91	2.14
0.000% Due 12-06-24		
FHLB 0%24 DUE 10/04/24	200,574.76	2.14
0.000% Due 10-04-24		
FHLB 0%24 DUE 04/22/24	200,276.96	2.13
0.000% Due 04-22-24		
FHLB 0%24 DUE 08/13/24	200,023.53	2.13
0.000% Due 08-13-24		
Total	9,392,785.86	100.00

Columbia Capital Management, LLC
PROJECTED FIXED INCOME CASH FLOWS
City of Parkville, Missouri
Beginning March 31, 2024

Security	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Agency Securities													
FHLB 0%24 DUE 04/22/24 0.000% Due 04-22-24		201,000.00											201,000.00
FHLB 0%24 DUE 05/15/24 0.000% Due 05-15-24			405,000.00										405,000.00
FHLB 0%24 DUE 08/13/24 0.000% Due 08-13-24						204,000.00							204,000.00
FHLB 0%24 DUE 09/16/24 0.000% Due 09-16-24							412,000.00						412,000.00
FHLB 0%24 DUE 10/04/24 0.000% Due 10-04-24								206,000.00					206,000.00
FHLB 0%24 DUE 12/06/24 0.000% Due 12-06-24										208,000.00			208,000.00
FHLB 0%25 DUE 01/07/25 0.000% Due 01-07-25											522,000.00		522,000.00
TOTAL		201,000.00	405,000.00			204,000.00	412,000.00	206,000.00		208,000.00	522,000.00		2,158,000.00
GRAND TOTAL		201,000.00	405,000.00			204,000.00	412,000.00	206,000.00		208,000.00	522,000.00		2,158,000.00

Columbia Capital Management, LLC
UNREALIZED GAINS AND LOSSES
City of Parkville, Missouri
March 31, 2024

Date	Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Unrealized Gain/Loss	% G/L
Agency Securities								
02-21-2024	201,000	FHLB 0%24 DUE 04/22/24	99.14	199,269.46	99.64	200,276.96	1,007.50	0.5
02-21-2024	405,000	0.000% Due 04-22-24 FHLB 0%24 DUE 05/15/24	98.79	400,082.65	99.30	402,181.20	2,098.55	0.5
02-21-2024	204,000	0.000% Due 05-15-24 FHLB 0%24 DUE 08/13/24	97.63	199,169.80	98.05	200,023.53	853.73	0.4
02-21-2024	412,000	0.000% Due 08-13-24 FHLB 0%24 DUE 09/16/24	97.09	400,027.56	97.59	402,088.88	2,061.32	0.5
02-22-2024	206,000	0.000% Due 09-16-24 FHLB 0%24 DUE 10/04/24	96.87	199,555.15	97.37	200,574.76	1,019.61	0.5
02-22-2024	208,000	0.000% Due 10-04-24 FHLB 0%24 DUE 12/06/24	96.09	199,866.55	96.56	200,851.91	985.36	0.5
02-21-2024	522,000	0.000% Due 12-06-24 FHLB 0%25 DUE 01/07/25	95.71	499,613.48	96.17	501,998.70	2,385.22	0.5
		0.000% Due 01-07-25		2,097,584.65		2,107,995.94	10,411.29	0.5
Cash and Equivalents								
02-29-2024	6,297,331	Central Bank Money Market	1.00	6,297,330.57	1.00	6,297,330.57	0.00	0.0
				6,297,330.57		6,297,330.57	0.00	0.0

Columbia Capital Management, LLC
UNREALIZED GAINS AND LOSSES
City of Parkville, Missouri
March 31, 2024

Date	Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Unrealized Gain/Loss	% G/L
Treasury Bills								
02-21-2024	203,000	US TREASURY BILL24 U S T BILL DUE 06/11/24 0.000% Due 06-11-24	98.43	199,811.88	98.98	200,920.62	1,108.74	0.6
				199,811.88		200,920.62	1,108.74	0.6
Cash and Equivalents								
		Cash		786,538.73		786,538.73		
				786,538.73		786,538.73		
TOTAL PORTFOLIO				9,381,265.83		9,392,785.86	11,520.03	0.1

Columbia Capital Management, LLC
REALIZED GAINS AND LOSSES
City of Parkville, Missouri
 From 03-01-24 Through 03-31-24

Open Date	Close Date	Quantity	Security	Cost Basis	Proceeds	Gain Or Loss	
						Short Term	Long Term
TOTAL GAINS						0.00	0.00
TOTAL LOSSES						0.00	0.00
				0.00	0.00	0.00	0.00
TOTAL REALIZED GAIN/LOSS		0.00					

Columbia Capital Management, LLC
PERFORMANCE REPORT
City of Parkville
Consolidated
 March 31, 2024

Period	Portfolio	90 Day US Treasury Index
Month-to-Date	0.09%	0.46%
Year-to-Date	0.22%	0.88%
Inception-to-Date	0.22%	0.88%

Columbia Capital Management, LLC
MODEL PORTFOLIO TRACKING
City of Parkville, Missouri

March 31, 2024

Primary Liquidity

Item	Holding	Value
1	Central Bank	6,545,606
2		
3		
Total		<u>6,545,606</u>

Portfolio Target

3,500,000
Above Target 3,045,606

Emergency Reserve

Item	Holding	Value
1	Schwab	1,302,431
2		
3		
Total		<u>1,302,431</u>

Portfolio Target

1,300,000
Above Target 2,431

Secondary Liquidity

Item	Holding	Value
1	Schwab	1,000,811
2		
3		
Total		<u>1,000,811</u>

Portfolio Target

1,000,000
Above Target 811

Income

Item	Holding	Value
1	Schwab	0
2		
3		
Total		<u>0</u>

Portfolio Target

n/a

Columbia Capital Management, LLC
COLLATERAL PRICING
City of Parkville
March 28, 2024

CENTRAL BANK OF THE MIDWEST

Item	Collateral		Maturity	Type	CUSIP	Face Value	Market Price	Factor (Mtge Only)	Full Market Value	Type Modifier	Adjusted Market Value
1	FDIC Insurance		n/a	Insurance	n/a	250,000	100.000		250,000	100.0%	250,000
2	FHLMC 0 1/2 08/26/24	Govt	8/26/2024	Agency	3134GW2D7	10,000,000	97.830	1.000	9,783,000	95.2%	9,317,143
Total											9,567,143

Current Bank Balance: 7,081,212
Collateral Sufficient? Yes



Finance Committee Meeting
Monday, April 8, 2024 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Wylie called the meeting to order at 4:30 p.m. A quorum was present.

Members Present: Chari Douglas Wylie, Vice Chair Bob Bennett, Dean Katerndahl and Michael Lee

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator/Finance Director Bryan Kidney, Assistant City Administrator Jeffery Rhodes, Police Chief Kevin Chrisman (*via videoconference*), Public Works Director Dan Harper (*via videoconference*), Community Development Director Stephen Lachky (*via videoconference*) Parks & Recreation Director Brittanie Propes and City Clerk Melissa McChesney

2. Financial Updates

3. Action Items

A. Approve the minutes for the March 25, 2024, meeting

Bob Bennett moved to approve the minutes for the March 25, 2024, meeting Dean Katerndahl seconded; motion passed 4-0.

B. Approve a resolution to accept the updated Platte County Emergency Operations Plan

City Administrator Alexa Barton said the City participated with Platte County's emergency operations for many years.

Bennett moved to recommend that the Board of Aldermen approve a resolution accepting the updated Platte County Emergency Operations Plan. Katerndahl seconded; motion passed 4-0.

C. Approve a professional services agreement and work authorization with Micro-Comm to replace the supervisory control and data acquisition (SCADA) system at the Wastewater Treatment Facility

Public Works Director Dan Harper said the project, budgeted in the Capital Improvement Program, was for a firm to customize the software used at the sewer plant. Three proposals were received and a small committee recommended Micro-Comm, which turned out to be the low bidder. The cost was higher than anticipated and over budget.

Discussion focused on the Platte County Regional Sewer District's familiarity with the system and having additional parts for future maintenance.

Bennett moved to recommend that the Board of Aldermen approve a professional services agreement and work authorization with Micro-Comm for the wastewater treatment facility controls integration service, for the approved unit rates, in the amount of \$81,940. Katerndahl seconded; motion passed 4-0.

- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**

Chair Wylie adjourned the meeting at 4:44 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: April 15, 2024

Prepared By:

Bryan Kidney, Deputy City Administrator/Finance Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a resolution to adopt an Investment Policy (Administration)

BACKGROUND:

Throughout the year, the City has idle funds that are not needed immediately for City operations. Currently, the City's policy is to follow the Missouri State Treasurer's "Investment Guidelines for Political Subdivisions." These guidelines do indicate that a city adopts a formal Investment Policy, for which the City has not done.

In October 2023, the City contracted with Columbia Capital for investment advisory services. With Columbia Capital's guidance, staff established an active investment plan. While the active investment plan is within the State Treasurer guidelines, staff recommends a formal investment policy is established.

STRATEGIC GOAL(S):

Operational Excellence

BUDGET IMPACT:

Establishing the policy will have no budget impact.

ALTERNATIVES:

1. Approve a resolution adopting the Investment Policy
2. Approve the resolution, subject to changes
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a resolution to adopt the City of Parkville, Missouri Investment Policy

POLICY:

Parkville Municipal Code Section 143.020 directs the Finance/Audit Committee to hear financial reports and funding requests and report to the Board of Aldermen on financial matters. Since the investment policy is a financial policy, a recommendation from the Finance/Audit Committee is necessary.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution adopting the Investment Policy.

ATTACHMENTS:

1. Draft Resolution
2. Investment Policy



CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

***CITY OF PARKVILLE, MO.
RESOLUTION No. 24-007***

**A RESOLUTION ADOPTING THE CITY OF PARKVILLE, MISSOURI INVESTMENT
POLICY**

WHEREAS, The Board of Alderman recognize the need to adopt and Investment Policy, and

WHEREAS, said policy improves the quality of decisions and demonstrates a commitment to the fiduciary care of public funds, with emphasis on balancing safety of principal and liquidity with yield,

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby adopts the City of Parkville, Missouri Investment Policy as attached hereto to this original Resolution and incorporated herein by reference.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 7th day of May 2024.

Mayor Dean Katerndahl

ATTESTED:

City Clerk Melissa McChesney

CITY OF PARKVILLE, MISSOURI

Policy Title:	Investment Policy		
Policy Number:	100-16	Category:	Board
Effective Date:	May 7, 2024	Updates:	

I. SCOPE

This policy applies to the investment of all operating funds of the City of Parkville, Missouri. Longer-term funds, including investments of proceeds from bond issues, are governed by the bond documents for each respective bond issue.

A. Pooling of Funds

Where permitted by accounting rules, the City of Parkville, Missouri will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

B. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

II. GENERAL OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The City of Parkville will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

Pre-qualifying advisors, as well as any custodians, financial institutions or securities dealers the credit quality to which the City is exposed.

Diversifying the portfolio so that potential losses on individual securities will not materially impair the value of the portfolio in total.

2. Interest Rate Risk

The City of Parkville will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

Segregating certain moneys in the investment portfolio to meet expected and unexpected liquidity demands.

Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Investing operating funds primarily in shorter-term securities

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

C. Yield

The City designs its investment portfolio with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

1. A security with declining credit may be sold early to minimize loss of principal.
2. A security swap would improve the quality, yield, or target duration in the portfolio.
3. Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

A. Prudence

The standard of care to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. City Staff acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the governing body and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Parkville.

C. Delegation of Authority

Responsibility for the operation of the investment program is hereby delegated to the City Treasurer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Investment Transactions

A. Authorized Financial Dealers and Institutions

The City will make investments and deposits with reputable dealers and financial institutions fully qualified to do business in Missouri. The City Treasurer may evaluate the abilities and credit qualities of prospective dealers and financial institutions using some or all of the following criteria:

1. Audited financial statements
2. Proof of Financial Industry Regulatory Authority (FINRA) registration
3. Proof of registration with the state securities administrator
4. Firm size, trading volume, industry reputation, and experience working with local government entities

B. Internal Controls

The City Treasurer is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City of Parkville's independent auditor. The internal control structure shall be designed to ensure that the assets of the City of Parkville are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited with the City's trustees or custodians prior to the release of funds. All securities shall be perfected in the name or for the account of the City of Parkville, Missouri and shall be held by a third-party custodian as evidenced by safekeeping receipts or monthly holdings reports. The City Treasurer's ability to access to online holdings and portfolio reports may substituted for physical reports, at the discretion of the City Treasurer

D. Investment Review Committee

The Investment Review Committee will meet quarterly to discuss investment reports, investment strategy and investments. Members of the Investment Review Committee shall include a member of the Board of Aldermen, the City Administrator, The Deputy City Administrator/Finance Director and the City Treasurer.

V. Suitable and Authorized Investments

A. Investment Types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that City of Parkville, Missouri will consider and which shall be authorized for the investments of funds by the City of Parkville, Missouri.

1. United States Treasury Securities. The City of Parkville, Missouri may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. United States Agency Securities. The City of Parkville, Missouri may invest in obligations issued or guaranteed by any agency of the United States Government as described in V. (B).
3. Repurchase Agreements. The City of Parkville, Missouri may invest in contractual agreements between the City of Parkville, Missouri and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.
4. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute if their value exceeds FDIC or NCUA insurance protection limits.
5. Bankers' Acceptances. Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers' acceptances. An issuing bank must have received the highest letter and numeral ranking (i.e., A1/P1) by at least two nationally recognized statistical rating organizations (NRSROs). Must be issued by domestic commercial banks. Purchases of bankers' acceptances may not exceed 180 days to maturity.
6. Commercial Paper. Commercial paper which has received the highest letter and numeral ranking by at least two NRSROs. Eligible commercial paper is further limited to issuing entities that have a total commercial

paper program size in excess of \$250,000,000 and have long term debt ratings, if any, of “A” or better from at least one NRSRO. Purchases of commercial paper may not exceed 180 days to maturity. Approved commercial paper programs should provide diversification by industry. Additionally, purchases of commercial paper in industry sectors that may from time to time be subject to undue risk and illiquidity should be avoided. Asset-backed commercial paper programs, arbitrage programs and commercial paper issued by structured investment vehicles shall not be considered.

B. Security Selection

The following list represents the entire range of United States Agency Securities that the City of Parkville will consider and which shall be authorized for the investment of funds. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

1. U.S. Government Agency Coupon and Zero-Coupon Securities. (Bullet coupon bonds with no embedded options)
2. U.S. Government Agency Discount Notes.
3. U.S. Government Agency Callable Securities, including Step-Up Securities.
4. U.S. Government Mortgage-Backed Securities issued by the Government National Mortgage Association. Restricted to securities with final maturities of two (2) years.

C. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City of Parkville’s funds, the investment portfolio will be subject to the following restrictions:

1. Borrowing for investment purposes (“Leverage”) is prohibited.
2. Instruments known as structured notes (e.g., inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is considered a “derivative” instrument (e.g., options, futures, swaps, caps, floors, and collars)—that is, where the value of the security owned by the City is dependent upon the value of one or more other securities—is prohibited.
3. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

D. Collateralization

Collateralization will be required on certificates of deposits, repurchase agreements, and any demand deposit account with a balance in excess of the

then-current FDIC insurance limit. The market value (including accrued interest) of the collateral should be at least 100% except as noted in Appendix A to this Policy.

The market value of collateral must be at least 100% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Union Administration (NCUA) Share Insurance Fund, however, the City Treasurer may at his/her sole discretion, impose collateralization limits higher than 100% by security class.

All securities which serve as collateral against the deposits of a depository institution must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within two business days from the settlement date.

The City of Parkville, Missouri shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City of Parkville's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

E. Repurchase Agreements

The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve's Fedwire book entry system. Securities will be delivered to the City of Parkville's designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis.

VI. Investment Parameters

A. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed.

At a minimum, diversification standards by security type and issuer shall be:

Investment Type	Maximum % of Total Portfolio	Maximum % of Portfolio in Any One Instrument
Bankers Acceptances	10%	5%
U.S. Treasuries & Securities having principal and/or interest guaranteed by	100%	No limit

the U.S. government		
Collateralized Time & Demand Deposits	100%	50%
U.S. Government Agencies & Government Sponsored Enterprises	80%	50%
Collateralized Repurchase Agreements	50%	25%

B. Maximum Maturities

To the extent possible, the City of Parkville, Missouri shall attempt to match its investments with anticipated cash flow requirements. Except for investments in bankers' acceptances (180 days) and commercial paper (270 days), all investments shall mature and become payable not more than five (5) years from the date of purchase. The average weighted maturity of the City's investment portfolio should not exceed three (3) years.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

A. Methods

The City Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City of Parkville, Missouri to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the City of Parkville, Missouri. The report will include the following:

1. Listing of individual securities held at the end of the reporting period.
2. Not less than annually, realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over a one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements).
3. Average weighted yield to maturity of portfolio on investments.
4. Listing of investment by maturity date.
5. Percentage of the total portfolio represented by each type of asset class (Treasuries, Agencies, CDs, etc.)

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The City Treasurer may establish appropriate benchmarks against which portfolio performance shall be compared on a regular basis.

Issuers of commercial paper and bankers' acceptances must be reviewed monthly to determine if their rating level has changed.

C. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the City of Parkville, Missouri. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

VIII. Policy Considerations

A. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

B. Adoption

This policy shall be adopted by resolution of the City of Parkville's governing body. The policy shall be reviewed annually by the City Treasurer and recommended changes will be presented to the governing body for consideration.

IX. List of Attachments

The following documents are attached to this policy:

Appendix A - Securities acceptable as collateral to secure deposits

Appendix B - Sample investment reports

Appendix C - Glossary

Appendix A

Securities Acceptable as Collateral to Secure Deposits

The securities described below are hereby designated as acceptable collateral for city funds on deposit, as required by Section 30.270 RSMo (as amended). The City of Parkville reserves the right to refuse to accept as collateral any security or securities on this list, or to request the submission of an alternate acceptable security or securities, if, in the sole discretion of the City Treasurer determines that such action will provide greater security for the deposit of city funds.

The securities described below are designated as acceptable collateral for the deposit of city funds. The listing is not intended to serve as, and should not be considered as a listing of legally authorized investment instruments.

1. Marketable U.S. government securities
2. Bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States
3. The following debt securities of the State of Missouri and its state authorities:
 - a. General obligation debt securities issued by the State of Missouri.
 - b. Revenue bonds issued by the Missouri Board of Public Buildings or Department of Natural Resources.
 - c. Revenue bonds of the Missouri Housing Development Commission, Missouri Health and Education Facilities Authority, Missouri Higher Education Loan Authority, Missouri Environmental Improvement and Energy Resources Authority, Missouri Agricultural and Small Business Development Authority, Missouri Industrial Development Board, or state-owned educational institutions, so long as any of the above are rated in the third highest category (without respect to modifier) or better by Moody's and/or Standard & Poor's, or are secured by a federal agency guarantee (directly or through guaranteed loans).
3. General obligation bonds of any city in this state having a population of not less than two thousand and rated in the third highest category (without respect to modifier) or better by Moody's or Standard and Poor's.
5. General obligation bonds of any county of this state rated in the second highest category (without respect to modifier) or better by Moody's and/or Standard and Poor's.
6. General obligation bonds, approved and registered, of any school district situated in this state rated at rated in the second highest category (without respect to modifier) or better by Moody's and/or Standard and Poor's.

7. General obligation state bonds of any of the 50 states rated in the second highest category (without respect to modifier) or better by Moody's and /or Standard and Poor's.
8. Debt securities of the Federal Farm Credit System rated at least as high as the U.S sovereign government.
9. Debt securities of the Federal Home Loan Banks (FHLB) (excluding Zeros) rated at least as high as the U.S sovereign government.
10. General Obligation Bonds of any political subdivision established under the provisions of Section 30, Article VI, of the Constitution of Missouri rated in the third highest category (without respect to modifier) or better by Moody's and/or Standard and Poor's.
11. Surety bonds issued by an insurance company licensed under the laws of the State of Missouri whose claims-paying ability is rated in the highest category by Duff & Phelps, A. M. Best, Standard & Poor's, or Moody's. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond.
12. An irrevocable standby letter of credit issued by a Federal Home Loan Bank possessing a rating in the second highest category (without respect to modifier) or better.

Unless higher requirements are imposed by the City Treasurer, the market value of collateral must be 100% or greater of the amount of state time deposits (including interest to maturity) plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation. Collateral pledged must be delivered in bearer form, book-entry form, or in the case of fully registered certificates, placed into the nominee's name of the custodian.

Appendix B
Sample Investment Reports

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Appendix B
Sample Investment Reports

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Appendix C

Glossary

As used in the attached model investment policy, the following terms shall mean:

Annual Review:

For the purpose of reviewing authorized financial dealers and institutions, annual review requires the City Treasurer to ensure that the financial dealer or institution is in compliance with the governing body's established procedures.

Banker's Acceptance (BA)

A short-term financial instrument that is the unconditional obligation of the accepting bank. Banker's acceptances, or Bas, arise from transactions involving the import, export, transit, or storage of goods – domestic as well as international transit. For investors, it is important to realize that the underlying transaction that gives rise to a BA is almost completely irrelevant to the credit quality or the liquidity of the instrument. The actual BA is created at a late stage in the underlying transaction when a bank accepts its obligation to pay the holder of the accepted draft. In other words, when the transaction becomes a BA it becomes an unconditional obligation of the accepting bank. From an investor's point of view, a BA is a bank obligation that has at least the same credit strength as any CD issued by the same bank. In fact, BAs are typically stronger than CDs because in addition to the credit strength of the accepting bank they are backed by the credit strength of a drawer; an endorsing bank, if one is involved in the transaction; and usually by the pledge of documents representing ownership of the trade goods and insurance on the goods. BAs do not, however, carry federal deposit insurance. BAs are considered safe, liquid, short-term money market investments.

Bond Proceeds

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

Broker

A broker is a party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions. They are not the same as dealers; however, the same individuals and firms that act as brokers in some transactions may act as dealers in other transactions.

Callable Bond

A callable bond is a bond that the issuer has the right to redeem prior to maturity. Some callable bonds may be redeemed on one call date while others have multiple call dates. Some callable bonds may be redeemed at par while others can only be redeemed at a premium.

Certificate of Deposit (CD)

A certificate of deposit is a deposit of funds, in a bank or savings and loan association, for a specified term that earns interest at a specified rate or rate formula. They may be for terms as short as 1 week or as long as 10 years.

Commercial Paper

Unsecured, short-term promissory notes issued by corporations for specific amounts and with specific maturity dates. Firms with lower ratings or firms without well-known names usually back their commercial paper with guarantees or bank letters of credit. Commercial paper may be sold on a discount basis or may bear interest. Terms can be as short as 1 day and usually do not exceed 270 days.

Custodial Agent:

An entity that holds collateral for deposits with financial institutions, investment securities, or securities underlying repurchase agreements.

Delivery vs. Payment (DVP)

Delivery vs. Payment is the simultaneous exchange of securities and cash. DVP is the safest method of settling either the purchase or sale of a security. In a DVP settlement, the funds are wired from the buyer's account and the security is delivered from the seller's account in simultaneous, interdependent wires.

GASB 31

Statement No. 31 of the Governmental Accounting Standards Board: Accounting and Financial Reporting for Certain Investments and for External Investment Pools, establishes accounting standards for securities owned by governmental entities.

Government Accounting Standards Board (GASB)

The GASB is an accounting industry organization which is part of the Financial Accounting Foundation. GASB issues statements of accounting standards that define and govern GAAP for state and local government entities in the United States.

Mark to Market

Mark to Market is the process of restating the carrying value of an asset or liability to equal its current market value.

Market Value

The price at which a security is trading and presumably could be purchased or sold at a particular point in time.

Maturity

The maturity date is the date on which the principal or stated value of an investment becomes due and payable.

Operating funds

Operating funds include all available funds to be invested of the city with the exception of bond proceeds, retirement funds and self-insurance funds. Available funds to be invested shall include all fund balances and surplus funds.

Par Value

Par Value is the amount of principal which must be paid at maturity. It is also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

Repurchase Agreement (RP)

A form of secured, short-term borrowing in which a security is sold with a simultaneous agreement to buy it back from the purchaser at a future date. The purchase and sales agreements are simultaneous, but the transactions are not. The sale is a cash transaction while the return purchase is a forward transaction since it occurs at a future date. The seller/borrower pays interest to the buyer at rate negotiated between the parties. Rates paid on repurchase agreements are short-term money market interest rates and are completely unrelated to the coupon rate paid on the instrument being purchased.

Safekeeping

An arrangement under which a third party holds securities or other valuables under safe, controlled conditions. A safekeeping arrangement is evidenced by a safekeeping receipt.

Swap

The sale of one or more securities in order to purchase one or more different securities with the proceeds from the sale. Bond swaps usually take advantage of changes in market conditions or more favorable investment characteristics. For example, swaps are often done to lengthen or shorten maturities when investors change their outlook for future rates.

US Treasury Obligations

Debt obligations of the United States Government sold by the Treasury Department in the forms of Bills, Notes, and Bonds. Bills are short-term obligations that mature in 1 year or less and are sold on the basis of a rate of discount. Notes are obligations that mature between 1 year and 10 years. Bonds are long-term obligations that generally mature in 10 years or more.

Weighted Average Maturity (WAM)

The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

DRAFT

CITY OF PARKVILLE

Policy Report

Date: April 23, 2024

Prepared By:

Michelle Hefley Treasurer

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve the semi-annual financial report for the second half of 2023 and direct City Administration to publish (Administration)

BACKGROUND:

Both state statute and City ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The semi-annual report for the second half of 2023 is ready for review and publication in a local newspaper as required by law.

The report includes all revenues and expenditures credited and charged to the second half of 2023. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

STRATEGIC GOAL(S):

Operational Excellence

BUDGET IMPACT:

The cost to publish in the newspaper will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the semi-annual financial report for the second half of 2023 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving the semi-annual financial report for the second half of 2023 and authorizing staff to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual

report in some newspaper in the City. The sections of Code that require the production and publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the semi-annual financial report for the second half of 2023 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report (Publication Version)
2. Semi-Annual Report (Detailed Version)

City of Parkville, Missouri

Semi-Annual Report

July 1 through December 31, 2023

General Fund

Revenue	1,955,723
Expenditures	<u>2,831,650</u>
Revenue, net of Expenditures	<u>(875,927)</u>

Enterprise Fund-Sewer Utility

Revenue	894,549
Expenditures	<u>1,287,580</u>
Revenue, net of Expenditures	<u>(393,031)</u>

Debt Service Funds

Revenue	55,461
Expenditures	<u>80,045</u>
Revenue, net of Expenditures	<u>(24,584)</u>

Special Revenue Funds

Revenue	1,821,198
Expenditures	<u>3,080,963</u>
Revenue, net of Expenditures	<u>(1,259,765)</u>

Debt of City of Parkville, December 31, 2023

Certificates of Participation	3,281,135
Sewer Utility	200,000
Neighborhood Improvement Districts (NID's)	<u>5,760,000</u>
Total Debt	<u><u>9,241,135</u></u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri

Semi-Annual Report

January 1 through December 31, 2023

General Fund

Revenue	
Taxes	1,664,073
Licenses	67,553
Permits	295,363
Franchise Fees	960,584
Sales Taxes	1,730,945
Court Revenue	50,995
Interest Income	92,588
Grants and Miscellaneous Revenue	486,655
Transfers In	860,500
Total Revenue	6,209,256

Expenditures	
Administration	1,715,678
Police Department	1,555,262
Municipal Court	139,749
Public Works	317,823
Community Development	531,947
Channel 2/Website	28,083
Transfers Out	935,575
Information Technology	122,057
Capital Outlay	177,300

Total Expenditures	5,523,474
--------------------	-----------

Net Revenues in Excess of Expenditures	685,782
Funds Carried Forward for current year	1,458,401
Revenue & Carryover, net of Expenditures	2,144,183

Enterprise Fund - Sewer Utility

Revenue	1,856,940
Expenditures	1,996,060
Revenue & Carryover, net of Expenditures	(139,120)

Debt Service Funds

Revenue	1,337,602
Expenditures	1,232,310
Revenue, net of Expenditures	105,292

Reserved and Restricted Funds

Revenue	6,360,553
Expenditures	5,459,937
Revenue, net of Expenditures	900,616

Debt of the City of Parkville, December 31, 2023

Certificates of Participation	3,281,135
Sewer Utility	200,000
Neighborhood Improvement Districts (NIDs)	1 5,760,000
Total Debt	9,241,135

1 NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

CITY OF PARKVILLE

Policy Report

Date: April 24, 2024

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a contract with She Digs It, LLC, for the McAfee Pump Station Rehabilitation construction project.

BACKGROUND:

The McAfee Pump Station, located at 8701 McAfee Street, Parkville MO 64152 (located within English Landing Park) is one of seven that are in operation of the City sanitary sewer collection system. These stations exist to elevate the effluent flow collected from the community to a higher elevation so that flow may continue to use gravity as it drains towards the waste water treatment plant. The pump stations all consist of a series underground chambers that remove trash and grit from the collection system, then are drained into a wet well which then utilizes two pumps to pull the flow to the higher elevation where it then drains.

This system is built out of reinforced concrete, ductile iron, and steel which over time wear out due to the abrasive nature of the flow, rust and oxidation from water, and from the fumes that are present in the flow. All of these factors lead to the eventual breakdown of the system which then requires it to be taken off line and components replaced to ensure continued functionality. While regular maintenance and operations do occur from staff, the need for a larger contractor becomes necessary to replace these components. At this time the McAfee pump station has reached the point where the replacement of these components is necessary to continue operation and avoid emergency operations.

This project is for the replacement of multiple components of the Pump Station and posted for bid to seek contractors capable of performing the work. The City held a pre-bid meeting which was attended by five companies to gather additional information about the project prior to submitting a bid; thereafter, two companies provided bids for the project and the lowest bidder was selected. She Digs It, LLC, is the lowest and best bid for the project at \$446,314.00. In addition, the city has prior experience working with She Digs It, LLC, and found they perform satisfactory work.

STRATEGIC GOAL(S):

This project is part of the Infrastructure and Public Facilities strategic goal to extend the life of infrastructure and equipment.

BUDGET IMPACT:

This project was estimated during the FY 2024 budget at an expected cost of \$461,000 and was part of the \$468,000 that was in the FY 2024 budget for Capital Outlay of Pump Station Improvements for \$468,000.

ALTERNATIVES:

1. Approve the item.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a construction contract with She Digs It, LLC, in the amount of \$446,314.00 for the McAfee Pump Station Rehabilitation Project.

POLICY:

The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all purchases above \$50,000, upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to approve a construction contract with She Digs It, LLC, for the McAfee Pump Station Rehabilitation Project in the amount of \$446,314.00.

ATTACHMENTS:

1. Contract
2. Construction Plans
3. Bid Tabs

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
McAFEE PUMP STATION REPAIRS - 2024**

This agreement is made and entered into this 7th day of May, 2024, by and between the City of Parkville, Missouri, (hereinafter the "City") and SHE DIGS IT, LLC. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of FOUR HUNDRED FORTY SIX THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND NO/100 (\$446,314.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work within **150 calendar days of the date of the Notice to Proceed**. In addition, from the time the existing McAfee Pumping Station is taken off-line, all repairs to the existing pump station shall be complete and the pump station placed back on-line within 21 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$ 250.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured- and Notice of Cancellation Endorsements, the fully executed Performance, Payment and Maintenance Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Contractor's Bid Form and attachments.

- | | |
|-------------|---|
| Exhibit A | General Conditions of the Contract |
| Exhibit A-1 | Special Conditions of the Contract |
| Exhibit B-1 | Performance Bond |
| Exhibit B-2 | Payment Bond |
| Exhibit B-3 | Maintenance Bond |
| Exhibit C | List of Plans (by sheet number and date), including attached plan sheets all addenda thereto. |
| Exhibit D | List of Specifications, including attached specifications and all addenda thereto |
| Exhibit E | Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition |
| Exhibit F | Sales tax exemption documentation forms |
| Exhibit G | Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws |
| Exhibit H | Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.) |
| Exhibit I | Affidavit of Compliance with R.S. Mo §285.530.6 |
| Exhibit J-1 | Applicable Missouri Prevailing Wage Rates |
| Exhibit J-2 | Prevailing Wage Rate Reporting Form |
| Exhibit J-3 | Certification of Compliance with Prevailing Wage Requirements |
| Exhibit K | Insurance Requirements |
| Exhibit L | Bill of Sale |
| Exhibit M | Bailment Agreement |
| Exhibit N | Conditional Partial Waiver of Lien and Release of Claims |

Exhibit O Conditional Final Waiver of Lien and Release of Claims
Certificate of Substantial Completion
Certificate of Final Completion
Construction Change Directive
Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk

SHE DIGS IT, LLC

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

BID FORM
UNIT PRICE
McAfee Pump Station Repairs - 2024
FOR
CITY OF PARKVILLE, MISSOURI

Submitted By: SHEALBS IT LLC

To: City of Parkville, Missouri:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$250.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. <u>1</u>	Dated: <u>4/18/2024</u>
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Unit Prices" presented at the end of this Section. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Four Hundred Forty - Six Thousand, Three Hundred and
Fourteen Dollars & no/cents \$ 446,314.00
 (Words) (Figures)

Award shall be based on the City's evaluation of prices and other factors affecting the responsibility and responsiveness of Bidders. The City reserves the right to award all, some or none of the items identified above to the successful bidder.

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance, Payment, and Maintenance Bonds are required for this project, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages;; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at _____ this 22nd day of APRIL, 2022

LICENSE or CERTIFICATE NUMBER, if applicable N/A

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

* *[Signature]* OPERATING Manager Doing Business As
 Signature and Title
SHADIBS IT LLC
 Name of Firm

Business Address of Bidder:

600 SB CENTRAL DR
BLUE SPRINGS MO 64014
 Telephone No. 816-295-1100

IF A PARTNERSHIP:

 Name of Partnership

 Member of Firm

Business Address of Bidder:

 Telephone No. _____

IF A CORPORATION:

 Name of Corporation

By _____

 Signature & Title

ATTEST:

 (CORPORATE SEAL)

Business Address of Bidder:

 Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its:

President _____

Secretary _____

City of Parkville - McAfee Pump Station Repairs - 2024

Schedule of Unit Prices:

Item	Description	Qty.	Unit	Unit Price	Extension
1	Mobilization & General Requirements (limited to 5% of total Bid Price)	1	LS	\$ 15,000.00	\$ 15,000.00
2	Barricades, Signage, Temporary Fencing.	1	LS	\$ 4,500.00	\$ 4,500.00
3	Materials Testing, for Concrete Pad	1	LS	\$ 750.00	\$ 750.00
4	Bypass Pumping	1	LS	\$ 31,500.00	\$ 31,500.00
5	Draining and Cleaning of Existing Pump Station Structures	1	LS	\$ 15,500.00	\$ 15,500.00
6	Demolition of Existing Components	1	LS	\$ 4,400.00	\$ 4,400.00
7	Install Grit Chamber Access Hatch	1	LS	\$ 5,600.00	\$ 5,600.00
8	Concrete Lining & Rehabilitation	1	LS	\$ 117,239	\$ 117,239.00
9	Remove and Re-install Existing Pumps	1	LS	\$ 4,600.00	\$ 4,600.00
10	Install New Composite Slide Gate	1	LS	\$ 28,800.00	\$ 28,800.00
11	Install New Pump Base Elbows, Guiderails, and Brackets	1	LS	\$ 16,500.00	\$ 16,500.00
12	Install New Discharge Pipe Risers in Wetwell	1	LS	\$ 29,300.00	\$ 29,300.00
13	Install New Valves and Fittings in Valve Pit.	1	LS	\$ 35,600.00	\$ 35,600.00
14	Spread Sufacing Gravel.	30	TON	\$ 65.00	\$ 1,950.00
15	Grass Areas Restoration: Seed and ECB.	1	LS	\$ 4,500.00	\$ 4,500.00
16	Pour Concrete Terminal Box Slab.	1	LS	\$ 4,400.00	\$ 4,400.00
17	Furnish Control Panel.	1	LS	\$ 91,798.00	\$ 91,798.00
18	Electrical Work at Terminal Boxes.	1	LS	\$ 22,627.00	\$ 22,627.00
19	Electrical Work in Control Room.	1	LS	\$ 11,750.00	\$ 11,750.00

Total Bid Price (enter also on Bid Form)

\$ 446,314.00

Notes:

- 1 Some bid items may not be used, depending on project conditions and bid pricing.
- 2 Note that mobilization and general requirements is limited to 5% of total bid price.
- 3 The following pages titled "Description of Unit Prices" accompany this Schedule and are part of the Bid Form.
- 4 Owner may reduce the quantities of work from those shown above.

City of Parkville - McAfee Pump Station Repairs - 2024

Description of Unit Prices:

NOTES:

- a. The following unit price descriptions have been prepared by Engineer to summarize the work involved.
- b. All items of work required for a complete installation with complete restoration are required, whether specifically mentioned or not. Items of work not specifically mentioned shall be merged into the remaining unit prices.
- c. All unit prices shall include Contractor's allowances for supervision, general requirements, overhead, and profit.
- d. Contractors costs, general requirements, overhead, and profit shall be proportionally distributed among the unit prices.
- e. Owner may reduce the quantities of work vs. those shown on the Bid Form, with no increase in the unit pricing.
- f. The Bid Form provides the basis of payment for each pay item: Lineal Foot, Lump Sum, Each, Ton, etc.

1. Mobilization. *Work Includes:*

Includes mobilization to project site.
Also includes general administrative costs and temporary facilities.

2. Barricades, Signage, Temporary Fencing. *Work Includes:*

Setting and maintaining warning and parking lot closed signs.
Setting and maintaining barricades to seal off section of parking lot.
Erecting and maintaining temporary fencing around bypass pumps.

3. Materials Testing for Concrete Pad. *Work Includes:*

Includes slump, air, and cylinders for concrete pour.
Includes test results transmitted to Owner and Engineer as soon as they become available.

4. Bypass Pumping. *Work Includes:*

Includes delivery of pumps and temporary pipe, fittings, valves, etc.
Includes furnishing and placing two inflatable plugs in sanitary sewer pipe.
Includes connection to piping inside existing valve pit.
Includes fuel, maintenance checks, also decommissioning and removal at end of bypass period.
Minimum duration is stated on Drawings, actual duration is up to Contractor, if longer.

5. Draining and Cleaning Existing Pump Station Structures. *Work Includes:*

Draining the trash basket manhole, grit chamber, and wetwell.
Removing accumulated grit from grit chamber, including efforts to loosen grit and form a slurry.
Includes spray wash of walls, floor, piping, and other internal items to remove grease and debris.
Includes hauling and disposal of removed solids, slurry, and liquids.

6. Demolition of Existing Components. *Work Includes:*

Demolish existing slide gate in trash basket manhole, with stem and supports.
Includes jacking out grout floor around gate flange, and re-surfacing of pipe flange.
Demolish existing manhole frame in grit chamber, including cutting square hole.
Demolish existing electrical terminal boxes and conduits at grit chamber.
Demolish, in wetwell, existing base elbows, riser pipes, guiderails, and brackets.
Demolish, in valve pit, existing valves, pressure gage isolator ring, pipe support.
Includes hauling and disposal of demolished items.

7. Install Grit Chamber Access Hatch: *Work Includes:*

Furnishing and installing new retro-fit aluminum access hatch.
Installing sealant or gasket material, and anchors.

8. Concrete Lining and Rehabilitation: *Work Includes:*

All work described in Section 02602 of the Project Manual, including but not limited to:
Hydro blast cleaning and surface preparation.
Brush blast cleaning of existing ductile iron pipes, as noted.
Masking off items inside structures as required to keep clean.
Patching holes and voids in concrete.

Application of calcium aluminate repair mortar.
 Application of epoxy lining material.
 Testing of lining thicknesses.
 Monitoring surfaces for proper moisture conditions and curing.
 Note: Square footage of linings shall be based on areas indicated on the Drawings.

9. Remove and Re-install Existing Pumps: *Work Includes:*

Removing existing pumps, including removing electrical terminations.
 Setting pumps aside. Contractor may use existing jib crane.
 Re-installing pumps on new bases and guiderails.

10. Install New Composite Slide Gate: *Work Includes:*

Furnish new slide gate per Section 11295 of Project Manual.
 Install new stem with wall-mounted stem supports and guides.
 Adjust and test gate.
 Grout lower part of frame to fit flush with floor of trash basket manhole.

11. Install New Pump Base Elbows, Guiderails, and Brackets: *Work Includes:*

Install two new 6-inch HOMA base elbows, including new anchors to floor.
 Install two discharge adapters to connect existing Sulzer pumps to new elbows.
 Install new dual stainless steel guiderails for two pumps, including splice connector if reqd.
 Install guiderail support brackets to discharge pipes.
 Install new upper guiderail brackets and attach to wetwell lid.
 Install stainless steel shims and supports as required to plumb the rails.

12. Install New Discharge Pipe Risers in Wetwell: *Work Includes:*

Install two ductile iron reducers, and confirmation of type.
 Install new ductile iron riser pipes, with gaskets and SS flange bolts.
 Install new restrained flanged adapter on each riser.
 Install two new ductile iron elbows at top of each riser.
 Clean and prep of existing pipe flanges for connections.
 Install existing support clamps to support risers.
 Touch-up of epoxy paint on pipe and fittings.

13. Install New Valves and Fittings in Valve Pit: *Work Includes:*

Install two new swing check valves, per Section 15100.
 Install three new eccentric plug valves, per Section 15100.
 Remove and re-install existing ductile iron fittings.
 Install new ductile iron tee and blind flange for future bypass connection.
 Install new flanged dismantling couplings, adjust length as required.
 Install flange filler as required to meet length requirements of couplings.
 Install new pipe support.
 Assemble new pressure gage assembly, tap fitting to install.
 Monitor sewer levels in upstream system during installation.
 Includes wastewater hauling to City WWTF, if Contractor cannot meet time limitation.

14. Spread Surfacing Gravel: *Work Includes:*

Remove trash and debris prior to application.
 Dump and spread gravel to form a uniform layer.
 Apply heavier in areas, as directed by Engineer or Owner.
 Tonnage is for bidding purposes, actual shall be as directed by Owner.

15. Grass Areas Restoration: Seed and ECB: *Work Includes:*

Preparing and scarifying disturbed areas.
 Grading to remove ruts.
 Applying seed, fertilizer and erosion control blanket as specified.
 Repairing/re-seeding areas that do not establish grass.

16. Pour Concrete Terminal Box Slab: *Work Includes:*

Excavate and prepare supgrade.
 Place and compact AB3 base.
 Furnish and install steel reinforcement, place expansion joint material.
 Form, pour, and finish concrete, work around new conduit riser stubs.
 Apply curing compound.
 Remove forms and backfill edges of slab.
Note: Materials testing is a separate bid item.

17. Furnish Control Panel: Work Includes:

Furnish new motor control panel per Section 16450.
 Furnish new pressure transducer and float switches.
 Re-program existing variable frequency drives to function with new controls.
 Perform startup services and training for Owner's operations staff.

18. Electrical Work at Terminal Boxes: Work Includes:

Excavate to expose buried conduits near terminal boxes.
 Identify conduits for connection to new boxes, review with Engineer.
 For existing wire runs to terminal box, pull back and re-install to new boxes.
 Lay buried conduits between new boxes and wetwell, grout in place.
 Furnish and install new fabricated stainless steel pedestals.
 Furnish and install new terminal boxes.
 Build RGS conduit risers and seal-offs, for runs to control room.
 Install new area light on existing conduit post, with new switch.
 Install new analog shielded twisted pair for level sensor, to control panel.
 Install float switches, pressure transducer, and brackets inside wetwell.
Note: Float switches, brackets, pressure transducer to be furnished with control panel.
 Install support hooks for hanging pump cables.
 Pull pump power and sensor cables to new terminal boxes, seal with cord grips.
 Terminate all circuit wiring inside terminal boxes.

19. Electrical Work in Control Room: Work Includes:

Install locking kits on selected breakers in existing distribution panel MP.
 Demo existing control panel.
 Demo existing sections of conduit, and construct new sections of conduit and wire.
 Install new breaker in Panel MP for phase monitor connection.
 Re-mount existing variable frequency drives and connect conduits and wire.
 Install new sections of support strut as required, mounted to walls.
 Sort through existing wiring to terminal boxes, determine what will be re-used.
 Install new motor control panel, make terminations, commission new panel.
 Make as-built wiring diagram, review with Engineer.
Note: New motor control panel to be furnished under separate unit price.

END OF DESCRIPTIONS

**McAfee Pump Station Repairs - 2024
Addendum No. 1**



ADDENDUM NO. 1

McAFEE PUMP STATION REPAIRS - 2024

FOR:

**CITY OF PARKVILLE
April 18, 2024**

This addendum shall become a part of the specifications and contract documents for the Project noted above. It shall be acknowledged on the Bid Form.

Pre-Bid Conference:

1. The conference was held at the project site at 11:00 a.m. on Thursday, April 11, 2024.
2. Meeting Minutes are attached to this Addendum.
3. Attendance: See list attached to Meeting Minutes.

Clarifications:

1. None.

Project Manual:

1. Section 15100 Valves: The Golden Anderson "ECO-Centric" plug valve is acceptable as a substitution, subject to the material requirements set forth in this Section.

Drawings:

No changes.

END OF ADDENDUM NO. 1

**PRE-BID CONFERENCE
McAfee PS Repairs - 2024**

11:00 a.m., Thurs, April 11, 2024 – City Hall, Parkville, MO

MINUTES

I. Introduction

Attendance List - See attached

City and Engineer Personnel

For questions: Jay Norco, P.E. Project Engineer: northhillseng@gmail.com

No addenda issued so far, at least one anticipated.

Current Planholder's List distributed.

Documents: Drexel Tech – info on Bid Invitation.

Bid Opening: **Monday, April 22, 2024 at 2:00 p.m, City Hall.**

II. Instructions to Bidders, Bid Form, and required attachments.

Loose Bid Form

Bid Form attachments required: See IB-5. n.

Bond, tabulation subs, evidence to do business in MO, etc.

Bids open 30 days.

Bid Security 5% (Bond, money order, check)

Wage Rates - use Wage Order No. 30 – in the bid documents.

Contractor will be required to follow all requirements of MO Prevailing Wage Law – including reporting forms and notifications.

Experience requirement for bidders: See IB-20. We may modify this by addendum.

Contractor will need to be in business 5 years (under current name and ownership), and shall have completed at least five projects in the past 5 years that involve repairs to sewage pumping stations.

Note: Additional qualifications apply in tech specs, for Concrete Rehab and Pump Control Supplier.

Bid Format (See Bid Form)

Unit Price

Unit Price Schedule attached to Bid Form.

Also Description of Unit Prices

What can be turned in after the Bid?

Project experience and qualifications information.

As/If requested: Detailed financial data, commitments, comprehensive experience list.

The subcontractors' experience statements.

III. Construction Documents:

Contract times are 150 days for final completion. Anticipate early-May NOA, NTP.

Time limit for pump station to be off-line, also parking lot closed: 21 days.

Minimum time for pump station to be off line (for liner curing), 15 days.

Contractor may work Saturdays when pump station off-line.

Note: City may require contractor to adjust timing to avoid large park events (e.g. July 4th, Parkville Days in August...)

Extensions will be given for abnormal weather conditions, per GC-30.

Contractor will need City Occupational license. All other permit fees will be paid for by the City. None anticipated.

Sales tax exempt. City will provide certificate.

Overview of the Work (Major Items)

Summary of Work -

1. **Review of Bid Form Work Items** (following items in general order of bid items on Bid Form).
2. **Sequence of Work:** Suggested sequence shown on Sheet 1. Sequence may be modified with consent of Owner and Engineer. General order of work: Bypass set-up, demolition, draining and cleaning of tanks, concrete lining work, installing new slide gate and wetwell piping, electrical work, valve replacements in valve pit, then start-up.
3. **Bypass Pumping Requirements:**
 - a. See Sheet 3 – Staging & Bypass Plan.
 - b. Two pumps required, with automatic controls.
4. **Draining & Cleaning of Existing Tanks:**
 - a. See Sheet 4 – Site Plan.
 - b. Tank sizes and volumes provided. Total is about 5,000 gallons.
 - c. Owner will clean trash basket prior.
5. **Concrete Lining Work:**
 - a. Section 02602 of Specifications,.
 - b. Sheet 7 gives square footages of concrete surfaces to be lined. Floors not to be lined.
 - c. Also includes brush blasting existing iron transfer pipe in grit chamber and wetwell. (Not the PVC vent drop pipes, not the pump discharge pipes.)

6. Electrical Work: 3 prices on Bid Form:

- a. Furnish Control Panel – Section 16450.
- b. Work at new terminal boxes, at wetwell, includes exposing and sorting buried conduits, new outdoor light with switch,
- c. Work inside Control Room: Install new control panel, re-mount existing VFD's, conduit & wire, locking kits for three Panel MP breakers, etc...

IV. For questions and issues prior to the bid, contact Jay Norco – Project Engineer. Questions in e-mail and fax format will receive priority over verbal and voicemail. Email: northhillseng@gmail.com. Phone: 816-935-2777.

V. Questions/Answers

1. *Question:* Could the sequence of construction be modified to perform the valve pit work first, or earlier in the sequence? *Answer:* Yes.
2. *Question:* Will the jammed lock on the trash basket manhole be opened or repaired before work begins? *Answer:* Yes.

VI. Visits to Site: Bidders may visit the sites anytime, contact the City or Design Engineer, or use the PCRSD Operations contact on the Bid Notice.

Attachments:

Plan Holders List

Bid Form

End of Document

MEMORANDUM OF PERSONNEL IN ATTENDANCE

DATE: April 11, 2024, 11 am

PLACE: City Hall Parkville, Missouri

SUBJECT: Pre-Bid Conference

PROJECT: McAfee Pump Station Repairs

	<u>PRINT NAME</u>	<u>REPRESENTING</u>	<u>TELEPHONE/EMAIL</u>
1.	Jay Norco	Contract City Engineer	(816) 935-2777/(816) 858-2052 northhillseng@gmail.com
2.	Dan Koch	PCRSD - Operations	(816) 858-2052 dkoch@pcrsd.com
3.	BOBHITT	MEGA KC	bids@MEGAKC.COM (816)-472-0722
4.	Jeff Kempf	Rand Const.	816-421-4143 jeff.k@randsc.com
5.	ROGER HATFIELD	RAUD	816-421-4143 roger@randsc.com
6.	Tim Smith	Mark ony	816 918-1409 tim.smith@markone.com
7.	Steve Clancy	SDE	816-365-4727 Steve@shedigsit.com
8.	Mike Akins	SDF	816-969-9443 Mike@shedigsit.com
9.	Cory Younglaus	FEC	cyounglaus@fluidequip.com
10.	Don Harper	Parkville	dharper@parkvillemo.gov
11.			

City of Parkville - McAfee Pump Station Repairs - 2024

Schedule of Unit Prices:

Item	Description	Qty.	Unit	Unit Price	Extension
1	Mobilization & General Requirements (limited to 5% of total Bid Price)	1	LS		
2	Barricades, Signage, Temporary Fencing.	1	LS		
3	Materials Testing, for Concrete Pad	1	LS		
4	Bypass Pumping	1	LS		
5	Draining and Cleaning of Existing Pump Station Structures	1	LS		
6	Demolition of Existing Components	1	LS		
7	Install Grit Chamber Access Hatch	1	LS		
8	Concrete Lining & Rehabilitation	1	LS		
9	Remove and Re-install Existing Pumps	1	LS		
10	Install New Composite Slide Gate	1	LS		
11	Install New Pump Base Elbows, Guiderails, and Brackets	1	LS		
12	Install New Discharge Pipe Risers in Wetwell	1	LS		
13	Install New Valves and Fittings in Valve Pit.	1	LS		
14	Spread Sufacing Gravel.	30	TON		
15	Grass Areas Restoration: Seed and ECB.	1	LS		
16	Pour Concrete Terminal Box Slab.	1	LS		
17	Furnish Control Panel.	1	LS		
18	Electrical Work at Terminal Boxes.	1	LS		
19	Electrical Work in Control Room.	1	LS		

Total Bid Price (enter also on Bid Form)

Notes:

- 1 Some bid items may not be used, depending on project conditions and bid pricing.
- 2 Note that mobilization and general requirements is limited to 5% of total bid price.
- 3 The following pages titled "Description of Unit Prices" accompany this Schedule and are part of the Bid Form.
- 4 Owner may reduce the quantities of work from those shown above.

Need Help?

Contact Us At: distribution@drexeltech.com

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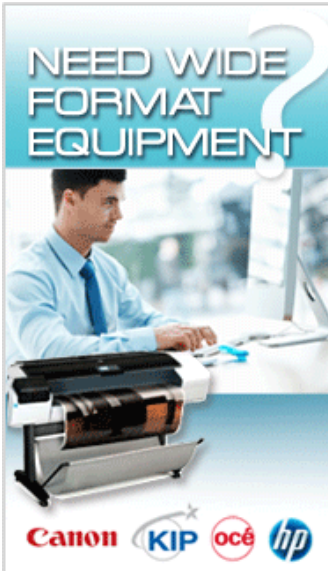
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Security Level: Company Admin
Logged in as: Jay Norco
Company: North Hills Engineering, Inc.

Version 6.0.11.11



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McAfee Pump Station Repairs - 2024 - Parkville, MO

Sorted By Company

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Plan Holder List for 'McAfee Pump Station Repairs - 2024 - Parkville, MO'

[Show Classifications](#)

Company Information	CSI Codes	Contact Information	Status Date Filled Date Returned	Delivery Method Tracking Number
Ace Pipe Cleaning Inc. 6601 Universal Ave Kansas City, MO 64120	10000 - Division 10 - Specialties	Bobbi Dowland Phone: (816) 241-2891 Fax: (816) 241-5054	Filled 04/02/2024	Download - N/A (Downloads or Other)
Builders' Association of Kansas City 720 Oak Street Kansas City, MO 64106	00005 - Planroom	Lea Anne Hutton Phone: (816) 595-4116 Fax: (000) 000-0000	Filled 03/27/2024	Download - N/A (Downloads or Other)
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	00005 - Planroom	Plan Acquisition Phone: (800) 364-2059 Fax: (866) 570-8187	Filled 04/01/2024	Download - N/A (Downloads or Other)
Dodge Data & Analytics 2860 S State Hwy 161 Ste 160 #501 Grand Prairie, TX 75052	00005 - Planroom	Jaya lakshmi Phone: (413) 376-7032 Fax: (609) 336-2767	Filled 03/28/2024	Download - N/A (Downloads or Other)
ePlan Online Planroom 1400 Forum Blvd Ste 7B Columbia, MO 65203	00005 - Planroom	Amber Cox Phone: (573) 447-7130 Fax: (573) 355-5404	Filled 03/28/2024	Download - N/A (Downloads or Other)
Fluid Equipment 4525 NW 41st ST #400 Riverside, MO 64150	41000 - Division 41 - Material Processing & Handling Equipment	Tim Hunt Phone: (816) 795-8511 Fax: (816) 795-8926	Filled 03/28/2024	Download - N/A (Downloads or Other)
Hydro-Klean 333 NW 49th Place Des Moines, IA 50313	33000 - Division 33 - Utilities	Jill Lomp Phone: (515) 283-0050 Fax: (515) 283-0505	Filled 04/01/2024	Download - N/A (Downloads or Other)
JCI Industries LLC 1161 SE Hamblen Road Attn: Kathi Lees Summit, MO 64081	41000 - Division 41 - Material Processing & Handling Equipment	Kathi Graham Phone: (816) 525-3320 Fax: (816) 525-5881	Filled 04/08/2024	Download - N/A (Downloads or Other)

Rand Construction Company 1428 W 9th Street Kansas City, MO 64101	00001 - Construction Manager	Kimberly Young Phone: (816) 421-4143 Fax: (816) 421-4143	Filled 03/26/2024	Download - N/A (Downloads or Other)
SHE DIGS IT 600 SE CENTRAL DR Blue Springs, MO 64014	33000 - Division 33 - Utilities	Cheryl Gerstner Phone: (816) 295-1100 Fax: (816) 295-1627	Filled 03/26/2024	Download - N/A (Downloads or Other)
Yates Electric 1401 Burlington Rd North Kansas City, MO 64116	26000 - Division 26 - Electrical	Nick Somers Phone: (816) 421-8343 Fax: (816) 421-1863	Filled 03/26/2024	Download - N/A (Downloads or Other)

Toll Free: (888) 202-1301

Lenexa, KS

10840 W. 86th Street
Lenexa, KS. 66214-1632
P: (913) 371-4430 **F:** (913) 371-7128

Kansas City, MO

1911 Central Street
Kansas City, MO. 64108-2023
P: (816) 471-7176 **F:** (816) 471-5407

St. Louis, MO

60 Progress Pkwy.
Maryland Heights, MO. 63043-3202
P: (314) 872-0900 **F:** (314) 985-8555

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EXHIBIT A
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance and payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Contract as **Exhibits B-1 and B-2**.
3. "Change Order" is a written order issued after the Contract is executed by which the City, the City Public Works Director and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Parkville, Missouri.
5. "City Public Works Director" shall mean the individual designated in the Contract Documents who has been employed by the City for the performance of professional services in connection with the Project. Where listed in these Contract Documents, "Engineer" is the engineer of record for the project, employed by the City for the performance of professional services in connection with the Project.
6. The "Contract Documents" consist of (1) the Contract between the City and the Contractor (sometimes referred to herein as the "Contract"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Public Works Director which the City Public Works Director deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Contract between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Contract.
9. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
10. "Effective Date of the Contract" shall mean the date indicated in the Contract on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Contract is signed and delivered by the City to the Contractor.
11. "Final Acceptance" shall mean the date when the City Public Works Director accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
12. "Inspector" shall mean the person or firm authorized in writing by the City Public Works Director or the City to perform inspections of the Work as provided in the Contract Documents.
13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Public Works Director, and written orders for minor changes in the Work issued by the City Public Works Director.
14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
15. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C**.

17. "Prevailing Wages" shall mean those wages included in the Prevailing Wage Order issued by the State of Missouri that is included as an Exhibit **J-1** to the Contract.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.
19. "Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D**.
20. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
21. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
22. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.
25. "Work Directive" shall mean a written order from the City Public Works Director to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of

the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.
2. Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the City Public Works Director. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the City Public Works Director informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Public Works Director and the Contractor.
4. Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted

to City Public Works Director, with drawings (if City Public Works Director determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the City Public Works Director.

6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted"," as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the City Public Works Director is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Contract
 - b. The Contract
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Contract, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

14. It is specifically agreed between the parties executing this Contract that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Public Works Director in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Public Works Director's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of two (2) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the City Public Works Director shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Contract as **Exhibit E**, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
4. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
5. The Contractor shall, in addition to the schedule required by these General Conditions, give to the City Public Works Director full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the City Public

Works Director to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the City Public Works Director may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the City Public Works Director to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.

6. The approval by the City Public Works Director of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the City Public Works Director has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.
7. It is the intent of the City to supply the Contractor with a Sales and Use Tax Exemption certificate for use in purchasing materials and supplies on the Project. This documentation, a copy of which form is attached as Exhibit "F," must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents,
 - (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change

Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY PUBLIC WORKS DIRECTOR

The City Public Works Director is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Public Works Director shall in all cases

- (a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- (b) rule on all questions relating to the plans and specifications for the Project;
- (c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Public Works Director may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Public Works Director's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Public Works Director as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to City Public Works Director. The superintendent shall not be changed except with the consent of the City Public Works Director unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the City Public Works Director retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the City Public Works Director with the superintendent's cellphone and pager numbers and email address, and assure that the

superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. Unless otherwise authorized in writing by the City Public Works Director , no Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Public Works Director, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.
5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Public Works Director so directs, Contractor shall promptly remove any employee determined by the City Public Works Director to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Contract as **Exhibit G** relating to equal employment opportunity and non-discrimination.
5. **Missouri Safety Training Requirements** Contractor and all subcontractors shall provide a 10-hour OSHA construction safety program or similar program approved by the Missouri Department of Labor and Industrial Relations, to be completed on site by all employees within sixty (60) days of beginning work on the Project, pursuant to Section 292.675, Revised Statutes of Missouri. Contractor, or any subcontractors in violation of this requirement, will forfeit to the

City the sum of \$2,500 plus \$100 per day for each employee without training. The City may withhold penalties from the payment due to Contractor and its subcontractors. To assure compliance with this requirement, Contractor and all its subcontractors shall be required to execute an affidavit on the form attached hereto as **Exhibit H**.

6. **Missouri Immigration Compliance Requirements.** Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. Contractor shall verify that its employees are eligible for employment and keep records of such verification for the periods prescribed by the Immigration Reform Act of 1986. Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of Five Thousand Dollars (\$5,000) on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R. S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute the sworn affidavit, attached hereto as **Exhibit I**, under the penalty of perjury attesting to the fact that Contractor's employees are lawfully present in the United States. Contractor shall obtain a similarly executed affidavit from all subcontractors and sub-subcontractors with contract amounts of \$5,000 or more. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

7. Prevailing Wage Requirements

- (a) All of the Work performed under this Contract is subject to the requirements of Section 290.210-.340, Revised Statutes of Missouri, requiring payment of not less than the Prevailing Wages for Platte County, Missouri, and of Title 8, Division 30, Chapter 3, of the Code of State Regulations (the "Prevailing Wage Requirements"). Attached to this Contract as **Exhibit J-1** is the Prevailing Wage Order applicable to this Contract. Contractor agrees to comply with all Prevailing Wage Requirements with regard to Prevailing Wages, including but not limited to, maintaining and submitting full and accurate payroll records as required by Section 290.290.1, RSMo. and 8 CSR 3-30.010 et seq.
- (b) Contractor shall create, maintain and submit, and shall require each of its Subcontractors to create, maintain and submit on a weekly basis, a Certified Payroll Report form, the format to be of the Contractor's own choosing which contains, at minimum, the information described on **Exhibit J-2**, indicating each worker's name, address, social security number, occupational title, hours worked, and wages paid of every worker employed in connection with

this Contract. Each payroll must be accompanied by a Certification Form substantially similar to **Exhibit J-3** indicating the accuracy and authenticity of such records, and signed by the Contractor's or Subcontractor's representative, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.

- (c) Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract

- 8. No illegal drug, alcohol, or firearm usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

- 1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the

termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Public Works Director's information before submission of Contractor's first request for payment, a Contractor's construction schedule for the Work. If the City Public Works Director so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.
3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors, and will resolve conflicts among their schedules.
4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Public Works Director; such permission, however, may be revoked at any time by the City Public Works Director. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Public Works Director 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.
5. **All limits stated in the Contract Documents are of the essence of the Contract.**

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under

the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Contract for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjust the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Public Works Director, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Public Works Director timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than City Public Works Director.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method

of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Public Works Director before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted

by the City upon recommendation by the City Public Works Director. No such adjustment will be made unless the Contractor brings the matter to the City Public Works Director's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Public Works Director. Upon receipt of such notice, the City Public Works Director shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Public Works Director but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the City Public Works Director's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Public Works Director time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Public Works Director in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City Public Works Director, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings. At the option of the Director of Public Works, such information may be submitted electronically.

3. The City Public Works Director shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Public Works Director to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the City Public Works Director, the Contractor shall furnish a total of not less than three (3) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Public Works Director, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Public Works Director.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Public Works Director of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Public Works Director, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - (b) If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the City Public Works Director will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates or substitutions.
4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

GC-18. PERMITS AND NOTICES

1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
2. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of City Public Works Director and shall not unreasonably encumber the premises and/or site.
2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from City Public Works Director.
4. If provided in the Contract Documents, a laydown area or staging area shall be chosen by City Public Works Director. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.
5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Public Works Director, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the City Public Works Director regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the

National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Public Works Director by

Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

2. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, personal safety training for employees and subcontractors equipment; first aid-personnel and facilities; fire protection; signs, signals, and barricades; safety inspections; material handling and storage; inspections; and corrective action.
3. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the City Public Works Director, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
4. Whenever, in the opinion of the City Public Works Director, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Public Works Director, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Public Works Director, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the City Public Works Director may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for an damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a

Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City Public Works Director in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to

attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the

daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. If required by the Contract Documents, during the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Public Works Director, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Public Works Director, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Public Works Director, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Public Works Director for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of City Public Works Director.

6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.
2. If any part of Contractor's Work depends upon the work of the City or others, Contractor shall inspect and promptly report to City any defects in any such work that renders it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its work.
3. In the event that Contractor is performing work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City Public Works Director when it anticipates that there may be interference with the Contractor's work or with the work of any other contractor. City Public Works Director shall, to the best of its ability, with input from Contractor as to coordination of the work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible, and the Contractor agrees to cooperate with all other contractors, and it shall so conduct its operations so as to interfere to the least possible extent with the work of such contractors or workers; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's work as a result of the presence of other such contractors the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.
4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the city, or any other entity in regard to their work, shall be adjusted and determined by the City Public Works Director. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Public Works Director shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Public Works Director to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit K** to the Contract. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS/SECURITY FOR PAYMENT OF OBLIGATIONS

1. If required by the Contract Documents, Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Payment Bond in the full amount of the Contract Price on the forms attached to the Contract as **Exhibits B-1 and B-2**. The Bonds shall be provided by a Treasury-listed, corporate surety admitted in the State of Missouri, with an A. M. Best Rating of A- or better, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.
3. If the City does not require the submission of Performance and Payment Bonds, it may require Contractor to submit additional documentation to verify that the Contractor has satisfied all of its financial obligations with respect to the Contract.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Public Works Director to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Public Works Director shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.
2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.
4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Contract, attributable to the delay by the Contractor.
5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Public Works Director of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.
6. If the Contract Documents include a requirement that the Contractor provide maintenance services on the Work, the Contractor shall be required to deliver a Maintenance Bond on the form attached at **Exhibit B-3** prior to release of Final Payment

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Public Works Director, and signed by the City and the

Contractor. Change orders of \$10,000 or less may be authorized and executed by the City Public Works Director on behalf of the City. Change Orders of \$20,000 or less may be authorized and executed by the City Administrator on behalf of the City. Change Orders of more than \$20,000 require the authorization and signature of the Mayor following approval by the City's Finance Committee and/or Board of Aldermen. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Public Works Director. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Public Works Director equitably adjust the unit price. The City Public Works Director shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Public Works Director in the same manner as all other payments under the Contract.
3. Minor Changes. City Public Works Director may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. Work Directives. From time to time the City Public Works Director may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Public Works Director shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

The City Public Works Director shall either:

- (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

- (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
- (c) If the City Public Works Director has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Public Works Director direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.
- (d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- (e) If the City Public Works Director determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - (i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
 - (2) All materials and supplies;
 - (3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;
 - (4) Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the City Public Works Director for use on said work and similar operating expenses;

- (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;
 - (6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- (ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
- (1) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Public Works Directors, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - (2) Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - (3) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - (4) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - (5) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The City Public Works Director may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Public Works Director's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Public Works Director, with a copy of such notice to the other party, within seven (7) days of receipt of the City Public Works Director's decision. Failure to give such notice shall constitute acceptance of the City Public Works Director's decision.
6. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-32. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - (a) "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - (a) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature.

Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.
4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the

acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
4. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that
 - (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Public Works Director or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and

whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Public Works Director to do so, unless the City Public Works Director has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Public Works Director fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Public Works Director, the City may correct it in accordance with the provisions of this Contract.
4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate

and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any further legal action.
3. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
4. Arbitration of disputes.
 - a. Claims, except those waived as provided for elsewhere in this Contract, which have not been resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - b. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after

the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

- c. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the Owner or Contractor and any person or entity with whom the Owner or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the Owner Contractor, except by written consent containing a specific reference to the Contract signed by the Owner and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- d. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- e. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

- 1. Suspension of Work by the City . The City Public Works Director may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
- 2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

- (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or
- (c). at any time the City Public Works Director shall certify in writing to the City that:
 - (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
 - (iv) if the Contractor defaults in any material manner in its performance of the Contract; or
- (d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-38. PROGRESS PAYMENTS [if applicable]

1. Before submission of its first application for payment, the Contractor shall submit to the City Public Works Director a schedule of values allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Public Works Director may require. This schedule, unless objected to by the City Public Works Director, shall be used only as a basis for the Contractor's applications for payment, but does not constitute approval by the City Public Works Director of the method or performance by the Contractor.
2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Public Works Director during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher

rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

3. Unit Prices. Where the Contract provides that all or part of the Work is to be Unit Price Work, the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. It is understood and agreed that estimated quantities of items for Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of Unit Price Work shall be made by the City Public Works Director. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.
4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Public Works Director, all calculated in proportion to the Contract Price.
5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Public Works Director as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Contract as **Exhibit L**. Payment shall not be permitted for materials not delivered to the site except as approved by the City Public Works Director as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Contract as **Exhibit M**.
6. The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of \$1,000 or more on the form attached to the Contract at **Exhibit N**. Contractor's failure to furnish said

waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.
9. The Contractor shall be responsible for the return and /or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the City Public Works Director for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Contractor's expense.

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the City Public Works Director a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the City Public Works Director and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Public Works Director. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the City Public Works Director will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Public Works Director shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial

Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the City Public Works Director as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the City Public Works Director and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.
4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41. FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Public Works Director and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the

Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Public Works Director. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Public Works Director:
 - (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,
 - (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,
 - (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
 - (d) consent of surety to final payment,
 - (e) final Waivers and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of \$1,000 or more on the form attached hereto as **Exhibit O**,
 - (f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and
 - (g) receipt by the City of two copies of required sales tax exemption documentation on the forms attached to the Contract as **Exhibit F** from the Contractor.
3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for

Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Public Works Director prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:
 - (a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - (b) failure of the Work to comply with the requirements of the Contract Documents; or
 - (c) terms of special warranties required by the Contract Documents.
5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - (a) defective Work not remedied;
 - (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (e) damage to the City or a separate contractor;

- (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (g) repeated failure to carry out the Work in accordance with the Contract Documents.

The City may also nullify a payment previously issued, and withhold sums appropriate to protect the City from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

- 2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-44. NOTICE

- 1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-46. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the City Public Works Director shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-47. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Missouri law.

GC-49. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the laws of the state of Missouri.

GC-50. VENUE

Venue of any litigation arising in connection with this Contract shall be the state courts of Platte County, Missouri.

EXHIBIT A-1

Special conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the Public Works Director.

SC-3. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior written permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall

conduct its Work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give a minimum of 48 hours' notice to the owner or owners thereof and where necessary shall provide temporary access to given property.

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the Public Works Director and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the plans. Any of the above structures that are removed or damaged during construction shall be reconstructed, at Contractor's expense, of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

SC-7. STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

SC-8. EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its work to other area approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor may request an extension of time under the General Conditions.

EXHIBIT B-1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
hereinafter referred to as the "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 Parkville, Missouri,
hereinafter referred to as the "Owner" in the penal sum of
_____ DOLLARS, lawful
money of the United States of America for the payment of which the sum, well 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 bonded Contractor has, on the _____
day of _____, 20____, entered into a written
contract with the aforesaid Owner for furnishing (among other things) 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 made a part hereof:

NOW THEREFORE, if the 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
Construction work required under said Contract, and the Conditions, Specifications, Plans and
other Contract Documents thereto attached or, by reference, made part thereof, according to
the true intent and meaning in each case, and if said Contractor shall replace all defective parts,
material and workmanship as required by the Contract, then this obligation shall be and become
null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe,
perform and abide by each and every covenant, condition and part of the said Contract and the
Conditions, Specifications, Plans and other contract documents, thereto attached, or, by
reference made a part thereof, according to the true intent and meaning in each case, or if said
Contractor shall fail to replace all defective parts, material and workmanship as required by the
Contract, then the Surety will promptly advise the City of its election to either complete all of the
obligations of the Contractor; engage another Contractor acceptable to the City to complete the
obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or
the costs to repair any defective parts, and any other damages incurred by the City in procuring
completion and/or repair, such 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 additional to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

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 hereunto so to do, on this the _____ day of _____, 20____.

Contractor

ATTEST:

(SEAL) Secretary

By_____

Title

Surety Company

(SEAL)

By _____

By_____
Attorney-in-Fact

By_____
Missouri Agent

Surety Claims Address: _____

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

EXHIBIT B-2

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
_____ as Contractor, and
_____ as Surety with
General Offices in the City of _____
and authorized to transact business in the State of Missouri, are held and firmly bound unto the

CITY OF PARKVILLE, MISSOURI and the STATE OF MISSOURI, in the penal sum of

_____ DOLLARS
(\$ _____) lawful money of the United States of America, for the payment of which
sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20_____,
entered into a contract with the City of Parkville, Missouri, for furnishing all tools, equipment,
materials and supplies, performing all labor, and constructing public improvements described in
the Contract, 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 made a part hereof.

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all
indebtedness incurred for supplies, materials, or labor furnished, or equipment used or
consumed in connection with or in or about the construction or making of the improvements
described in the above-mentioned contract documents, this obligation shall be void; otherwise, it
shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alterations or additions to the terms of the Contract or to the work to be performed
thereunder, or the specifications accompanying the same, shall in any way affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the contract or to the work to be performed or to the specifications.
The said Surety further agrees that any person to whom there is due any sum for labor or
materials furnished, as hereinafter stated or said person's assigns, may bring action on this
bond for the recovery of said indebtedness.

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, this _____ day of
_____, 20_____

Contractor

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Missouri Agent

Surety Claims Address: _____

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

Bond No. _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Parkville, Missouri, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT:

WHEREAS, the said _____ has been given permission by the City Director of Public Works, to construct _____.

NOW THEREFORE, if the said _____ shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the city of Parkville for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the City Director of Public Works of said city of Parkville, and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after the completion and acceptance thereof as aforesaid, then this obligations shall be void; otherwise to be in full force and effect.

Surety: _____

Principal: _____

By: _____

By: _____

Name _____

Name: _____

Missouri Resident Agent
Attorney-in-Fact, Power of Attorney, Attached

Title _____

Street, City, ZIP

Street, City, ZIP

Phone Number

Phone Number

Approved as to amount of bond:

By _____

Public Works Director

Date _____

Exhibit C

List of Plans, by sheet and date of issue, and all addenda thereto:

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. STAGING & BYPASS PLAN
4. SITE PLAN
5. REPAIRS TOP PLAN
6. REPAIRS SECTIONAL PLAN
7. REPAIRS SECTION
8. VALVE PIT PLAN & SECTION
9. TERMINAL BOX PLAN & SECTION
10. CONTROL ROOM PLAN
11. CONTROL ROOM ELEVATIONS

Exhibit D

LIST OF SPECIFICATIONS FOR:

McAfee Pump Station Repairs – 2024, including all addenda thereto:

SECTION 02602 – Manhole & Concrete Rehabilitation

SECTION 11295 - Composite Slide Gates

SECTION 15100 - Valves

SECTION 16450 – Pump Station Control Panel

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.
2. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.
3. Necessary forms are available from the City Public Works Director and must be returned to the City with other contract documents. It is the responsibility of the Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

(signature)

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit F

Sales Tax Exemption Documentation

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

Contractor certifies to The City of Parkville, Missouri, ("The City") that throughout the period covered, Contractor will comply with all applicable provisions of Executive Order 11246 as revised from time to time and as implemented by Title 41 of the Code of Federal Regulations, particularly Chapters 1, 50 and 60, as the same may be amended from time to time.

Contractor further certifies and agrees that each of the following provisions is made a part of the Contract between Contractor and the City:

I. NON-DISCRIMINATION IN EMPLOYMENT

(a) Contractor will recruit and hire employees who are disabled veterans, Vietnam era veterans, and individuals with handicaps and will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to status such as disabled veterans, Vietnam era veterans, handicapped individuals or because of race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative if the Subcontractor's commitments under Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any part of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor does not, and during the performance of each subcontract with the City, will not maintain or provide for his employees and segregated facilities at any of his establishments, and does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Chapter 60-1.8 of Title 41 of the Code of Federal Regulations must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representations may be liable for criminal prosecutions under 18 U.S.C. 1001.

III. FILING CERTIFICATE

Contractor has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Contractor has required and will require similar certification and filing from its non-exempt suppliers.

IV. AFFIRMATIVE ACTION CERTIFICATE

Contractor has developed, is maintaining and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable law and regulations, including, without limitation, those appearing in 41 CFR 60-1.40. Contractor has required and will require similar certification from each of its non-exempt suppliers.

V. UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED SMALL BUSINESS CONCERNS

If the City is required to utilize small business concerns or disadvantaged small business concerns by law or by contract, Contractor agrees to provide any information requested by the City that would be relevant to the issue of whether or not Contractor meets the criteria for these small business concerns. If required by the City, Contractor further agrees to comply with the obligations imposed by 13 CFR §125.9 and FAR §52.219-8, which clauses are incorporated herein by reference.

Executed this _____ day of _____, 20____ by:

Firm/Company Name:

Name of Authorized Representative:

Signature of Authorized Representative:

Title of Authorized Representative:

(signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT H

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

COUNTY OF)
)
STATE OF) SS.

Before me, the undersigned Notary Public, personally appeared

Who is _____ (title) of
_____ (a corporation/partnership/sole
proprietorship/limited liability company, and states that he/she is authorized to make this
affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction
safety program with respect to the employees working in connection with
the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in
292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

(signature)

Subscribed and sworn to before me this ____ day of _____, 200__

My Commission Expires:

Notary Public

EXHIBIT I

AFFIDAVIT OF COMPLIANCE WITH R.S Mo. §285.530.5

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville Missouri against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute the this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Contractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor:_____

By:_____

Title:_____

Date:_____

Signature, Print Name

COUNTY OF)
)
STATE OF) SS.

Subscribed and sworn to before me this ____ day of _____, 200__

My Commission Expires:

Notary Public

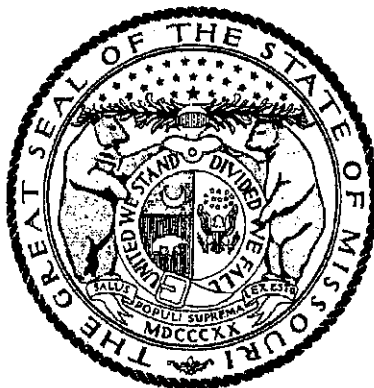
EXHIBIT J-1

(APPLICABLE MISSOURI PREVAILING WAGE RATES)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 083
PLATTE COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$68.54
Boilermaker	\$33.80*
Bricklayer	\$60.87
Carpenter	\$61.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$33.80*
Plasterer	
Communications Technician	\$63.38
Electrician (Inside Wireman)	\$68.28
Electrician Outside Lineman	\$58.82
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.80*
Glazier	\$33.80*
Ironworker	\$67.98
Laborer	\$48.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.59
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.68
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$53.97
Plumber	\$74.61
Pipe Fitter	
Roofer	\$58.79
Sheet Metal Worker	\$72.86
Sprinkler Fitter	\$66.39
Truck Driver	\$33.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.99
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$58.82
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.57
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.31
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

EXHIBIT J-2
(Prevailing Wage Reporting Form)

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

CONTRACTOR PAYROLL RECORDS

(See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

[illegible]

*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

LS-57 (11-22) AI

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

[illegible]

Date: _____
I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ all persons employed on said project have been paid the full weekly wages earned by any person and that no deductions have been made _____ (Contractor or Subcontractor), from either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

Name and Title	Signature
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.	

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

Exhibit J-3

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS

Date: _____

I, _____,
(Name of Signatory Party) (Title)

Do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____, from the full weekly wages earned by any person and that no deductions have been made by _____ either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

EXHIBIT K

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to City. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work

hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

- .1 upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- .2 promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
- .3 In the event that the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT L

BILL OF SALE

SELLER: _____

In consideration of payments made by _____ ("Buyer") referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

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

Notary Public in and for said County and State

My commission expires:

EXHIBIT M

BAILMENT AGREEMENT

BAILOR:

BAILEE: Contractor/Subcontractor/
Supplier

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and City, for Work to be performed at

_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,
2. To keep said goods and materials fully insured against all risk of physical loss or damage,
3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and
4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY

DESCRIPTION OF ITEM

Receipted and Acknowledged:

Contractor/Supplier (Bailee)

Dated: _____

By: _____
Authorized Signature

EXHIBIT N

CONDITIONAL PARTIAL RELEASE AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$_____

Date of last work covered by payment request:_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and

Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all claims against the City or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:_____

By:_____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT O

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Certificate of Substantial Completion

PROJECT:

(Name and address)

CONTRACT FOR: _____

CONTRACT DATE: _____

TO OWNER:

CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:

(Name and address)

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL
OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable manufacturer's warranties required by the Contract Documents, except as stated below:

Date of Commencement: _____

**DESIGN PROFESSIONAL
ISSUANCE**

BY

DATE

OF

Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of manufacturer's warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within ____ days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at ____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as stated on the attached list.

Certificate of Final Completion

PROJECT:

(Name and address)

CONTRACT FOR:_____

CONTRACT DATE:_____

TO OWNER:

CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:

(Name and address)

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be finally complete. The date of Final Completion of the Project is the date of issuance established by this Certificate.

DESIGN PROFESSIONAL

BY

DATE OF ISSUANCE

Construction Change Directive

PROJECT *(Name and address):*

DIRECTIVE NUMBER:

DATE:

CONTRACT FOR:

TO CONTRACTOR *(Name and Address):*

CONTRACT DATED:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
☐ Lump Sum decrease of \$0.00
☐ Unit Price of \$_____ per
☐ As follows:

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is ____ days.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

OWNER *(Firm name)*

CONTRACTOR *(Firm Name)*

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

(Typed name)

(Typed name)

DATE

DATE

Change Order

PROJECT (*Name and address*):

CHANGE ORDER NUMBER:
DATE:

TO CONTRACTOR (*Name and Address*):

PROJECT NO.: _____
CONTRACT DATE:

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	_____
The net change by previously authorized Change Orders	\$	_____
The Contract Sum prior to this Change Order was	\$	_____
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$	_____
The new Contract Sum including this Change Order will be	\$	_____

The Contract Time will be increased by _____ () days.

The date of Substantial Completion as of the date of this Change Order therefore is

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

CONTRACTOR (*Firm name*)

OWNER (*Firm Name*)

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

CITY OF PARKVILLE, MISSOURI

McAFEE PUMP STATION REPAIRS

2024

SEE PROJECT MANUAL FOR LOCATION MAP



SHEET LIST:

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. STAGING & BYPASS PLAN
4. SITE PLAN
5. REPAIRS TOP PLAN
6. REPAIRS SECTIONAL PLAN
7. REPAIRS SECTION
8. VALVE PIT PLAN & SECTION
9. TERMINAL BOX PLAN & SECTION
10. CONTROL ROOM PLAN
11. CONTROL ROOM ELEVATIONS

TIME LIMITATIONS

1. Contractor and Owner recognize that the Work must be completed expeditiously and with minimum delay and inconvenience to residents. Accordingly the following limitations shall apply.
2. All Work shall be complete within 150 calendar days of Owners written Notice to Proceed.
3. Time Limit for Pump Station Off-Line: The repaired pump station shall be placed in operation within 21 calendar days of being taken off-line. This time limit also applies to the closure of the ELP parking lot.
4. Note: The bid shall include a minimum of 15 calendar days of bypass pumping, to allow adequate time to perform work on the pump station and for the new linings to cure.
5. Owner will grant a time extension for days of inclement weather when Contractor is unable to work.
6. Contractor may work Saturdays during the time the pump station is off-line.
7. Refer to Contract Documents for liquidated damage provisions.

OVERALL SEQUENCE OF CONSTRUCTION

1. The following sequence of construction is proposed by Engineer. Contractor may modify this sequence with the consent of Engineer and Owner. Unless a task is noted as being performed by Owner, all tasks are the responsibility of Contractor.
2. Shop drawing submittals and approvals, order materials.
3. Take delivery of all major materials and structures. Mobilize.
4. Schedule pump station down-time at least 72 hours in advance with Owner. Period should be during a time when heavy rain is not forecast.
5. Day before pump station down-time: Owner will close ELP parking lot. Contractor will set up bypass pumps, suction pipes, and discharge pipe/hose. Contractor will disassemble east wooden fence for access, and set work area fence and barricades.
6. Day beginning pump station down-time. At 10 a.m., Owner will pump down wetwell as far as possible, then pull existing pumps by end of day.
7. Close plug valves in valve pit.
8. Lift out trash basket, place plugs in 18" DIP sewer at Manhole D02 and at Trash Basket Manhole (both ends of same pipe), demo existing check valves in valve pit, connect temporary discharge piping to existing valve pit, east side (Pump 1 slot), and place bypass pumps in service.
9. Drain and clean existing structures: Trash basket manhole, grit chamber, pump wetwell.
10. Wetwell: Demo existing pump bases, guide rails, guide brackets, and discharge pipe risers. Lift out existing float switches and pressure transducer, but leave PVC stilling well in place.
11. Trash Basket Manhole: Demo existing 18-inch pipe mounted slide gate.
13. Electrical: Demo existing junction boxes, plug existing conduit openings into well, core and grout new PVC conduit connections to well. (Prior to lining work.)
14. Complete manhole lining work at trash basket manhole, grit chamber, pump wetwell.
15. Install new retrofit hatch on lid of grit chamber. Install new slide gate in trash basket manhole.
16. Install new base elbows, discharge pipe risers, guide rails, brackets.
17. Electrical: Excavate to expose and identify existing buried conduits near wetwell, build new terminal boxes, disconnect switch rack, conduit, and concrete slab next to wetwell. Demo existing control panel and install new control panel. Complete conduit and wire work inside control room. Install new level sensor and float switches in wetwell.
18. Attend check-out meeting with Owner.
19. Install existing pump 2 with new adapter brackets, install new check valve on west side, (Pump 2 side). Leave temporary pumps connected to east side.
20. Remove inflatable plugs, test operation of new controls and Pump 2, for 24 hours.
21. Next day, after 9:30 a.m, Owner will pump down well, turn off Pump 2. Drain forcemain to wetwell (5,000 gal). Then, within 4 hours: complete valve replacement work and fitting work in valve pit. Keep temporary pumps on hand in case of issues with valve pit piping. Note: If more time is needed, Contractor shall use trucks to haul sewage to City WWTF, 2 miles west.
22. Install Pump 1. Remove temporary pumps.
23. Complete surface restoration and clean-up.

AGGREGATE & SURFACE RESTORATION:

1. Unless noted otherwise, all materials and details of work shall comply with KC Metro APWA Specifications for Public Works Construction.
2. Restore all disturbed grassed areas using seed and ECB. Seed and ECB shall placed per APWA Section 2400, using Seed Mix #1, at a rate of 10 lbs per 1,000 SF. Grass restoration is a lump sum pay item, area depends on Contractor.
3. Erosion Control Blanket (ECB): Straw fiber matrix (0.50 lbs/SY) with lightweight photodegradable polypropylene mesh top net and bottom net. Shall be North American Green "DS-150, or equal, suitable for 60-day longevity.
4. For restoration of gravelled surfaces, see unit price pay item. Surfacing gravel: Graded gravel, composed of durable rock, MODOT Section 1006, Grade A.

CONCRETE & MATERIALS TESTING:

1. These plan, section, and detail sheets call for certain testing to be performed by Contractor, at Contractor's cost. Contractor shall schedule this testing work.
2. Owner may perform additional testing on concrete materials, soils compaction, and other items of work, at Owner's cost. In this case, Contractor shall cooperate with testing personnel and provide access to work for testing purposes.
3. Summary of materials testing by Contractor:
 - a. Slump, air, cylinders for junction box slab. Break cylinders at 7 and 28 days.
 - b. All test reports shall be sent by testing lab directly to Owner.

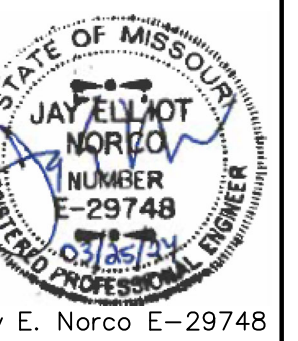
TRAFFIC CONTROL & ROAD CLOSURES

1. Contractor is responsible for traffic control, signage, flagmen, barricades, etc. All traffic control shall comply with the MUTCD.
2. This project does not allow for closure of City Streets.
3. Contractor shall use barricades and safety fence to isolate work areas and staging areas.
4. Contractor shall accommodate motorists and pedestrians, avoiding long delays.

[illegible]

NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
1825 Suntise Dr. Smithville, MO 64089, (816) 935-2777

L#2012038740



8880 CLARK AVE. - PARKVILLE, MO 64152

McAFEE PUMP STATION REPAIRS

TITLE SHEET & NOTES

Design:	Drawn:
JEN	JEN

ate: 3-25-24

Sheet: 1 of 11

GENERAL NOTES:

1.

This contract includes performing various repairs to the existing McAfee Sewage Pump Station. The work generally include:

1.1.

Temporary bypass pumping,

1.2.

Cleaning and lining existing pump station structures,

1.3.

Removing and replacing one slide gate inside trash basket manhole,

1.4.

Installing new retrofit hatch on grit chamber structure,

1.5.

Replacing pump base elbows, guide-rails, and brackets,

1.6.

Lifting out two existing submersible pumps, and re-installing on new base elbows with new discharge adapters.

1.7.

Replacing existing valves and pressure gage inside valve pit, adding valve and connection for bypass pump.

1.8.

Removing existing terminal boxes and building new terminal boxes with concrete slab, including conduit modifications.

1.9.

Removing existing motor control panel and installing new motor control panel inside building control room.

1.10.

Modifying conduit and wiring inside building control room, and re-mounting two existing VFD's,

1.11.

Surface restoration, clean-up, and other miscellaneous work.

1.12.

Refer also to the unit price descriptions for a detailed description of Work.
2.

The Repairs shown herein will be constructed by a contractor for the City of Parkville, Missouri. Drawings have been prepared by North Hills Engineering, Inc. (Engineer).
3.

These Drawings make reference to the APWA Specifications, which are understood to be the current edition of the Standard Specifications of Kansas City Metropolitan Chapter of the American Public Works Association.
4.

Contractor shall use the Missouri "One-Call" System for utility notification and location, prior to excavation.
5.

Contractor is responsible for means and methods of construction, and for jobsite safety.
6.

Permits: This project requires neither a City nor a County Building Permit. However, Contractor and all subcontractors shall obtain a City occupational license at City Hall. Estimated cost is \$75.00.
7.

The utility locations shown on these plans are taken from utility company records and recent locates and are approximate only. The locations shown do not constitute actual field locations unless so noted on the plans. Neither the Engineer nor the Owner assumes any responsibility for the accuracy of these locations nor for any additional utilities not indicated on the plans. Contractor shall verify existing dimensions and utilities prior to constructing the repairs and improvements. Contractor shall pothole utilities where noted on the Plan Sheets. Contractor shall be responsible for all damage to utilities.
9.

The Contractor shall not be allowed to work on Sundays. Holiday and Saturday work shall be approved by Owner or Engineer.
10.

Lineal foot measurements shown on the plans are horizontal measurements not slope measurements.
11.

All excess soil and rock material from this project shall be removed from the project sites and disposed of by Contractor, unless Contractor reaches agreement with property owner for use/disposal of rock and soil material.
12.

It shall be the responsibility of the contractor to protect the adjacent and downstream property owners from storm water, silt and erosion during all phases of construction.
13.

Contractor shall restore existing surfaces and conditions to conditions equal to or

14.

All Excavations shall be considered unclassified. However, Owner will compensate Contractor for removal of hard rock (requiring a hammer or rock trencher) on a per-cubic yard basis, at a rate of \$250.00 per cubic yard in-place. Contractor shall records the depths of hard rock removed, and write on the Record Drawings at 25-foot intervals.
15.

All job-excavated trench backfill shall be compacted, using the tamping action of the excavator bucket. Pipe haunching shall be compacted as shown in the embedment details. Granular backfill shall be compacted by vibratory means.
16.

The contractor shall be required to keep the existing sanitary sewers operational during construction. Suggested locations for sewage hauling and/or bypass pumping are shown on the Plan Sheets.
17.

According to MDNR regulations, when water mains and sewers cross, a minimum of 24-inches of clearance shall be maintained between the water mains and the sewers. When 24-inches cannot be maintained between the water main and the sewer, or when a water main must cross under a sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe for a distance of 10.0 feet on each side of the crossing. One full joint of sewer pipe shall be centered on the crossing so that the joints are a minimum of 10.0 feet from the crossing. Also the water main shall have one full joint of pipe centered on the crossing, so that the joints are a minimum of 10.0 feet from the crossing. When a water main is constructed parallel to a sewer, the horizontal separation shall be 10.0 feet. A water main may be constructed closer than 10.0 feet to a sewer if the water main is in a separate trench and the vertical separation between the top of the sewer and the bottom of the water main is a minimum of 24-inches. If a vertical separation of 24-inches cannot be maintained and if the water main is constructed closer than 10.0 feet to the sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe and shall be hydrostatically tested for water tightness. MDNR regulations do not allow for either the water main or the sewer to be encased in concrete when the minimum separation cannot be maintained.
18.

Contractor shall provide a competent instrument person for staking of grades. Benchmarks for reference are shown on the Plan Sheets.
19.

UTILITIES IN AREA:

NAME	TELEPHONE (816):
City of Parkville (Roads, Storm Sewers)	741-7676
K.C.P.L. Co.	471-5275
AT&T	800-222-0400
Spire Gas	756-5252
Time Warner Cable	358-5360
Missouri One Call System	800-Dig-Rite
City of Parkville (Sanitary Sewer Operations)	891-0003
Missouri American Water Co.	741-2992

Revisions

No.	Date	Description

MAE

NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com, 1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740

STATE OF MISSOURI

JAY ELLIOTT

PROFESSIONAL ENGINEER

NUMBER E-29748

EXPIRATION DATE 03/31/24

Jay E. Norco E-29748

CITY OF PARKVILLE, MO

8880 CLARK AVE. - PARKVILLE, MO 64152

McAFEE PUMP STATION REPAIRS

GENERAL NOTES

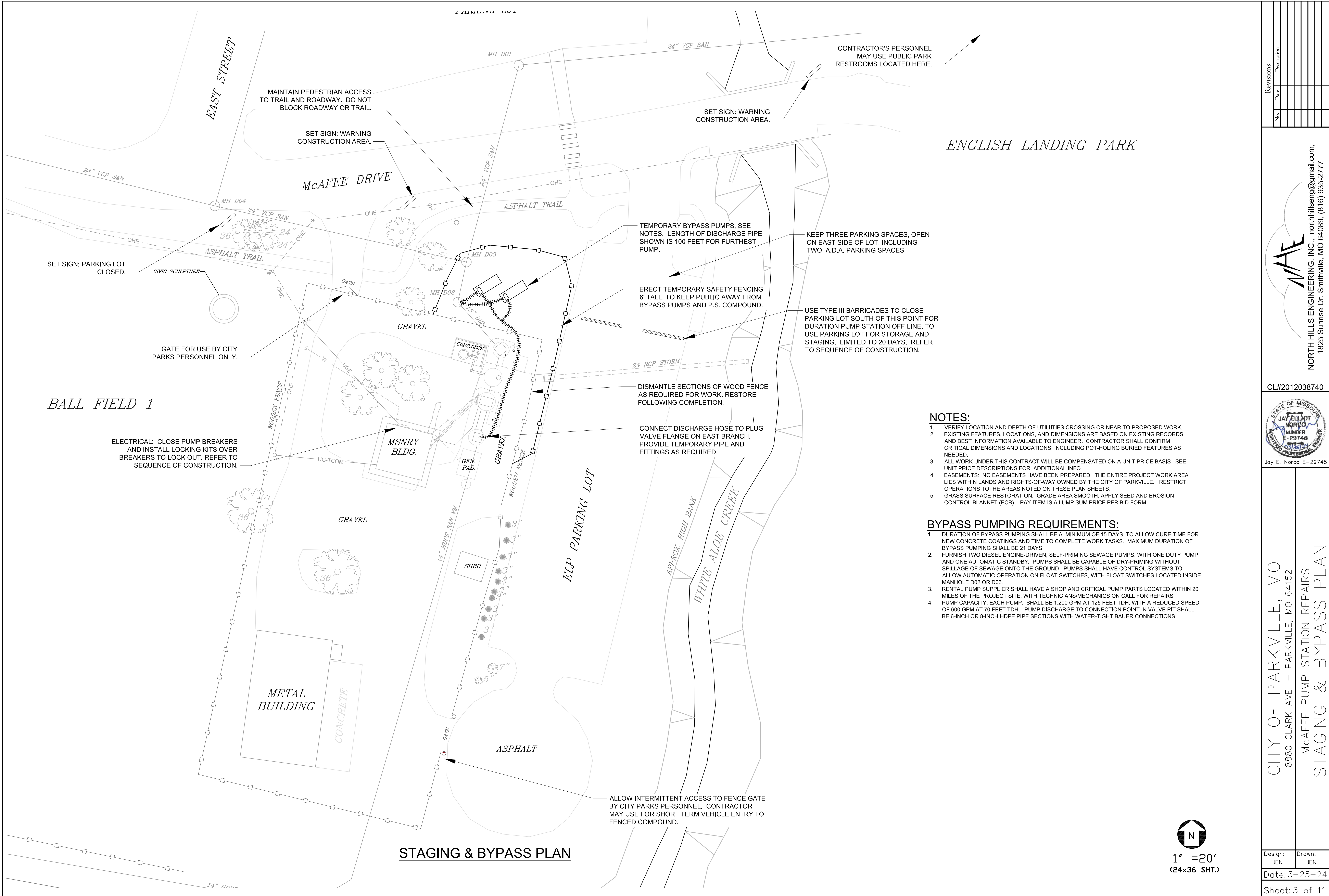
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Drawn: JEN

Date: 3-25-24

Sheet: 2 of 11

Page 173 of 302



Revisions	
No.	Description

MAE

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1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

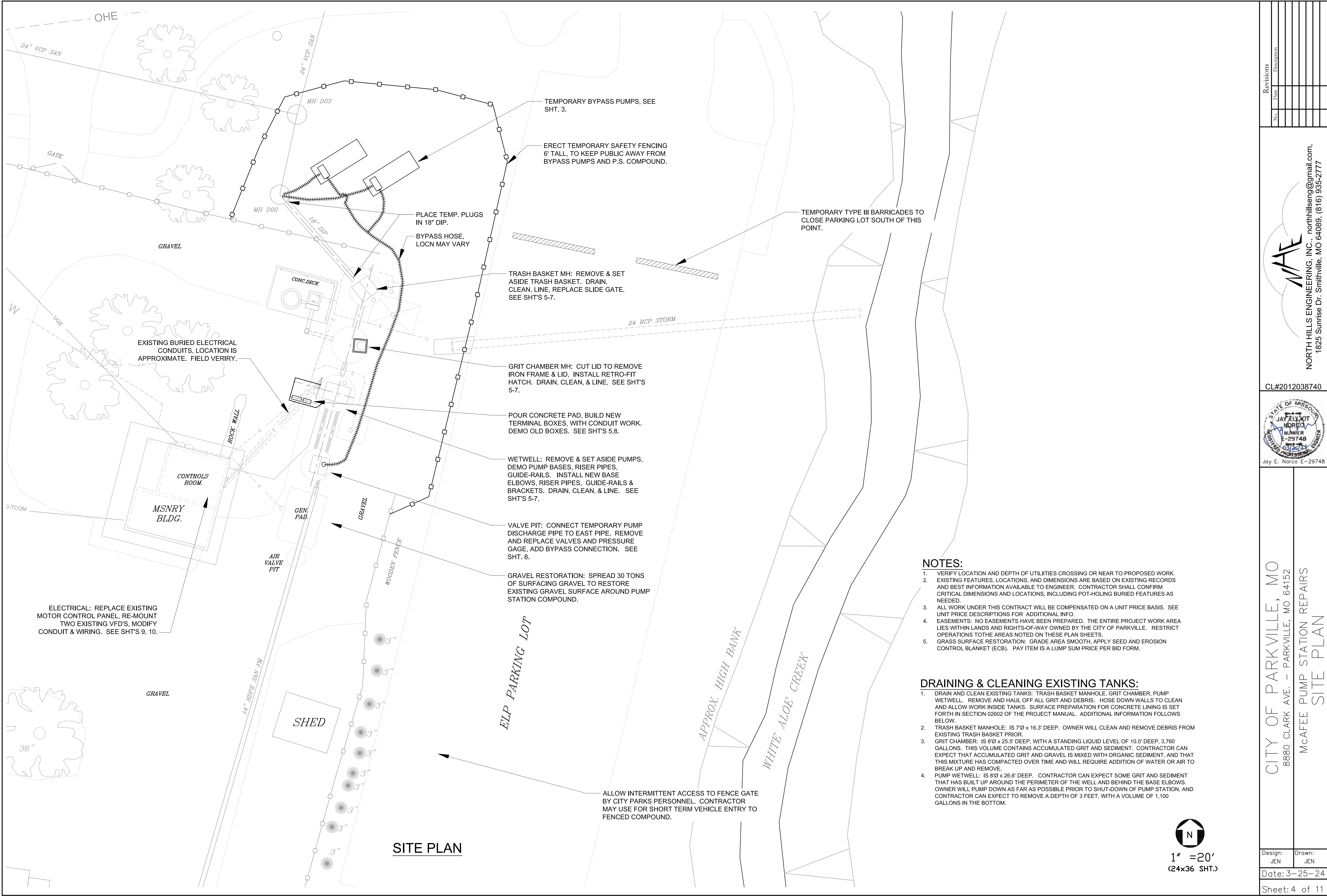
CL#2012038740

Jay E. Norco E-29748

CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152

McAFEE PUMP STATION REPAIRS
STAGING & BYPASS PLAN

Design: JEN	Drawn: JEN
Date: 3-25-24	
Sheet: 3 of 11	



Revisions	
No.	Description

NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740

Jay E. Norco E-29748

CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152

McAFEE PUMP STATION REPAIRS
SITE PLAN

Design: JEN

Drawn: JEN

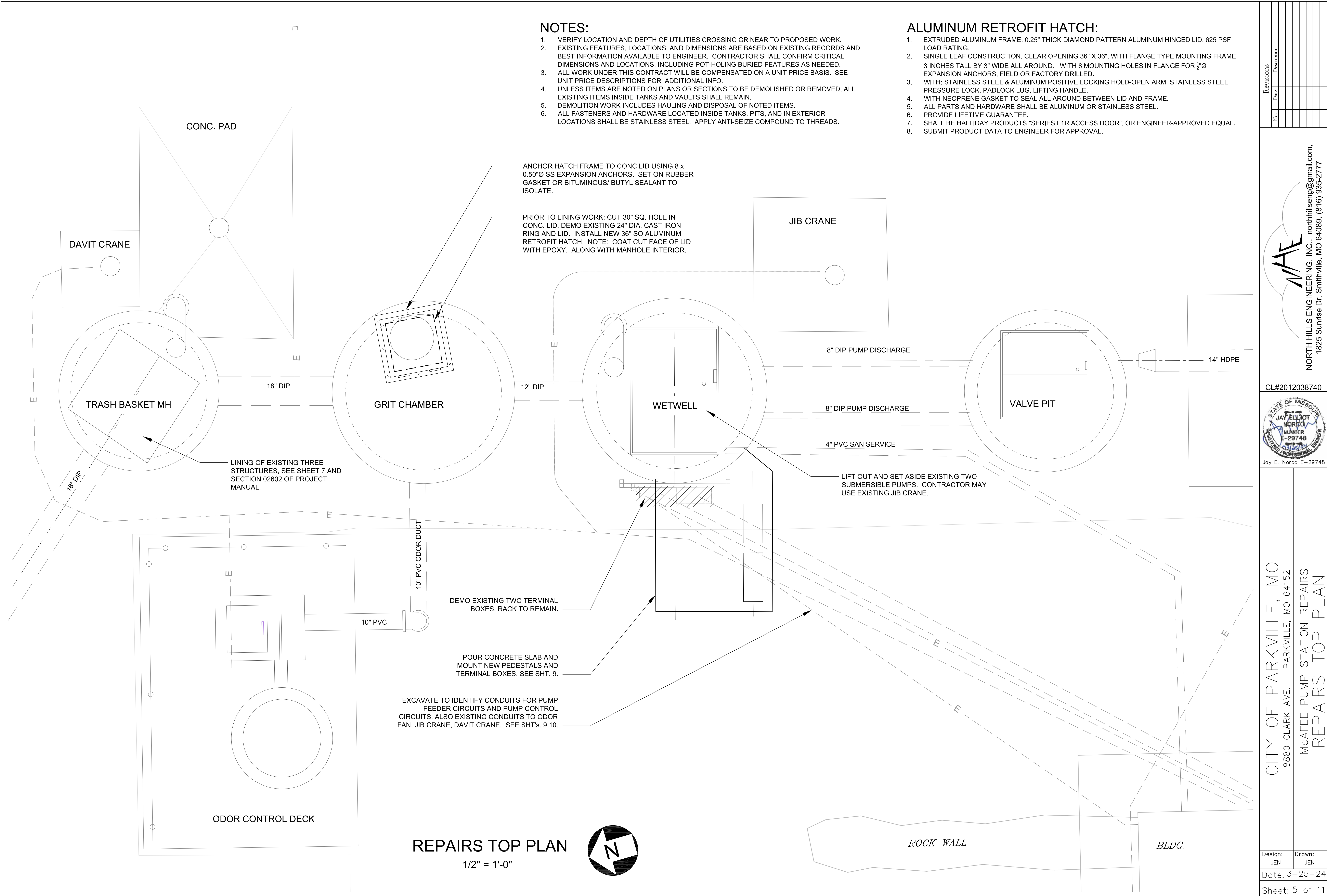
Date: 3-25-24

Sheet: 4 of 11

- NOTES:**
1. VERIFY LOCATION AND DEPTH OF UTILITIES CROSSING OR NEAR TO PROPOSED WORK.
 2. EXISTING FEATURES, LOCATIONS, AND DIMENSIONS ARE BASED ON EXISTING RECORDS AND BEST INFORMATION AVAILABLE TO ENGINEER. CONTRACTOR SHALL CONFIRM CRITICAL DIMENSIONS AND LOCATIONS, INCLUDING POT-HOLING BURIED FEATURES AS NEEDED.
 3. ALL WORK UNDER THIS CONTRACT WILL BE COMPENSATED ON A UNIT PRICE BASIS. SEE UNIT PRICE DESCRIPTIONS FOR ADDITIONAL INFO.
 4. EASEMENTS: NO EASEMENTS HAVE BEEN PREPARED. THE ENTIRE PROJECT WORK AREA LIES WITHIN LANDS AND RIGHTS-OF-WAY OWNED BY THE CITY OF PARKVILLE. RESTRICT OPERATIONS TO THE AREAS NOTED ON THESE PLAN SHEETS.
 5. GRASS SURFACE RESTORATION: GRADE AREA SMOOTH, APPLY SEED AND EROSION CONTROL BLANKET (ECB). PAY ITEM IS A LUMP SUM PRICE PER BID FORM.

- DRAINING & CLEANING EXISTING TANKS:**
1. DRAIN AND CLEAN EXISTING TANKS: TRASH BASKET MANHOLE, GRIT CHAMBER, PUMP WETWELL. REMOVE AND HAUL OFF ALL GRIT AND DEBRIS. HOSE DOWN WALLS TO CLEAN AND ALLOW WORK INSIDE TANKS. SURFACE PREPARATION FOR CONCRETE LINING IS SET FORTH IN SECTION 02602 OF THE PROJECT MANUAL. ADDITIONAL INFORMATION FOLLOWS BELOW.
 2. TRASH BASKET MANHOLE: IS 7'0" x 16.3' DEEP. OWNER WILL CLEAN AND REMOVE DEBRIS FROM EXISTING TRASH BASKET PRIOR.
 3. GRIT CHAMBER: IS 8'0" x 25.5' DEEP, WITH A STANDING LIQUID LEVEL OF 10.0' DEEP, 3,760 GALLONS. THIS VOLUME CONTAINS ACCUMULATED GRIT AND SEDIMENT. CONTRACTOR CAN EXPECT THAT ACCUMULATED GRIT AND GRAVEL IS MIXED WITH ORGANIC SEDIMENT, AND THAT THIS MIXTURE HAS COMPACTED OVER TIME AND WILL REQUIRE ADDITION OF WATER OR AIR TO BREAK UP AND REMOVE.
 4. PUMP WETWELL: IS 8'0" x 26.6' DEEP. CONTRACTOR CAN EXPECT SOME GRIT AND SEDIMENT THAT HAS BUILT UP AROUND THE PERIMETER OF THE WELL AND BEHIND THE BASE ELBOWS. OWNER WILL PUMP DOWN AS FAR AS POSSIBLE PRIOR TO SHUT-DOWN OF PUMP STATION, AND CONTRACTOR CAN EXPECT TO REMOVE A DEPTH OF 3 FEET, WITH A VOLUME OF 1,100 GALLONS IN THE BOTTOM.

1" = 20'
(24x36 SHT.)



NOTES:

- 1. VERIFY LOCATION AND DEPTH OF UTILITIES CROSSING OR NEAR TO PROPOSED WORK.
- 2. EXISTING FEATURES, LOCATIONS, AND DIMENSIONS ARE BASED ON EXISTING RECORDS AND BEST INFORMATION AVAILABLE TO ENGINEER. CONTRACTOR SHALL CONFIRM CRITICAL DIMENSIONS AND LOCATIONS, INCLUDING POT-HOLING BURIED FEATURES AS NEEDED.
- 3. ALL WORK UNDER THIS CONTRACT WILL BE COMPENSATED ON A UNIT PRICE BASIS. SEE UNIT PRICE DESCRIPTIONS FOR ADDITIONAL INFO.
- 4. UNLESS ITEMS ARE NOTED ON PLANS OR SECTIONS TO BE DEMOLISHED OR REMOVED, ALL EXISTING ITEMS INSIDE TANKS AND VAULTS SHALL REMAIN.
- 5. DEMOLITION WORK INCLUDES HAULING AND DISPOSAL OF NOTED ITEMS.
- 6. ALL FASTENERS AND HARDWARE LOCATED INSIDE TANKS, PITS, AND IN EXTERIOR LOCATIONS SHALL BE STAINLESS STEEL. APPLY ANTI-SEIZE COMPOUND TO THREADS.

ALUMINUM RETROFIT HATCH:

- 1. EXTRUDED ALUMINUM FRAME, 0.25" THICK DIAMOND PATTERN ALUMINUM HINGED LID, 625 PSF LOAD RATING.
- 2. SINGLE LEAF CONSTRUCTION, CLEAR OPENING 36" X 36", WITH FLANGE TYPE MOUNTING FRAME 3 INCHES TALL BY 3" WIDE ALL AROUND. WITH 8 MOUNTING HOLES IN FLANGE FOR 1/2"Ø EXPANSION ANCHORS, FIELD OR FACTORY DRILLED.
- 3. WITH: STAINLESS STEEL & ALUMINUM POSITIVE LOCKING HOLD-OPEN ARM, STAINLESS STEEL PRESSURE LOCK, PADLOCK LUG, LIFTING HANDLE.
- 4. WITH NEOPRENE GASKET TO SEAL ALL AROUND BETWEEN LID AND FRAME.
- 5. ALL PARTS AND HARDWARE SHALL BE ALUMINUM OR STAINLESS STEEL.
- 6. PROVIDE LIFETIME GUARANTEE.
- 7. SHALL BE HALLIDAY PRODUCTS "SERIES F1R ACCESS DOOR", OR ENGINEER-APPROVED EQUAL.
- 8. SUBMIT PRODUCT DATA TO ENGINEER FOR APPROVAL.

Revisions	
No.	Description

NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740

Jay E. Norco E-29748

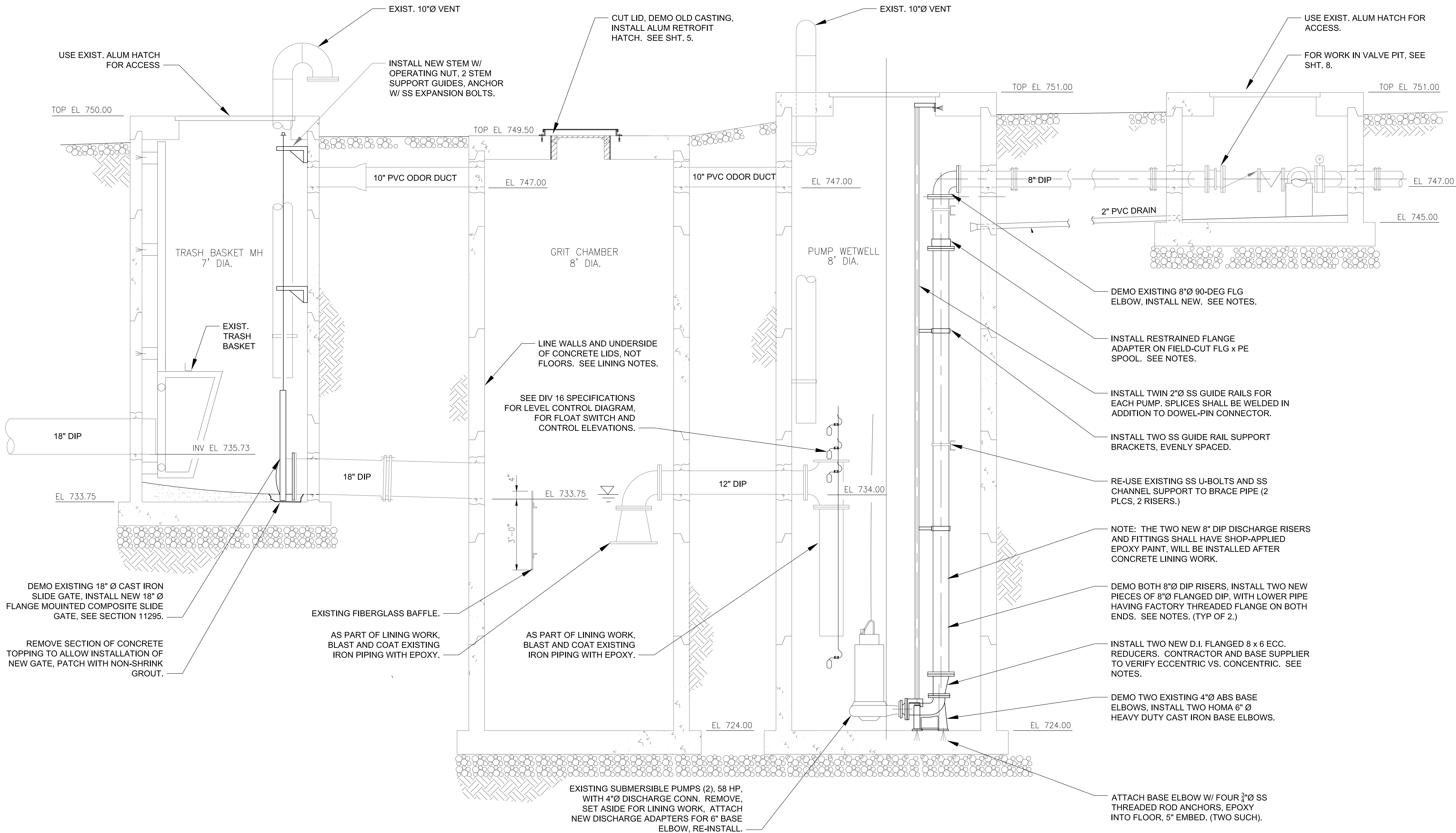
CITY OF PARKVILLE, MO
8880 CLARK AVE. – PARKVILLE, MO 64152

McAFEE PUMP STATION REPAIRS
REPAIRS TOP PLAN

Design: JEN
Drawn: JEN

Date: 3-25-24

Sheet: 5 of 11



LINING NOTES:

- SEE SECTION 02605 OF PROJECT MANUAL FOR MATERIALS AND WORK REQUIRED.
- USE OF CALCIUM ALUMINATE MORTAR: MINIMUM THICKNESS IS 1/2 INCH, OR AS REQUIRED TO FILL VOIDS, SMOOTH THE SURFACES, AND SERVE AS SUBSTRATE FOR EPOXY. GREATER THICKNESS SHALL BE APPLIED TO REPAIR HEAVILY DETERIORATED AREAS. EXISTING AREAS THAT ARE SOUND AND SMOOTH AND WILL ACCEPT EPOXY DIRECTLY MAY NOT REQUIRE REPAIR MORTAR. REVIEW WITH ENGINEER. CONTRACTOR MAY ASSUME AVERAGE THICKNESS OF LESS THAN 3/4 INCH.
- THICKNESS OF EPOXY SHALL BE 125 MILS DFT.
- ESTIMATED AREAS TO BE LINED ARE: TRASH BASKET MH: 387 SF, GRIT CHAMBER: 687 SF, WETWELL: 699 SF. TOTAL = 1,773 SF OF CONCRETE LINING. THIS INCLUDES THE WALLS AND UNDERSIDE OF CONCRETE LIDS. THIS DOES NOT INCLUDE EPOXY LINING AREAS FOR EXISTING PIPING.
- FOR DUCTILE IRON PIPE, HYDRO CLEAN, BRUSH BLAST CLEAN IRON SURFACES, APPLY RUST INHIBITOR, THEN PRIMER. FOLLOWED WITH 125 MILS OF EPOXY.

REPAIRS SECTION

1/2" = 1'-0"

PIPE MATERIALS:

- DUCTILE IRON (D.I.) FITTINGS: ANSI/AWWA C110 FLANGED, WITH P401 LINING. EXTERIOR COATING SHALL BE SHOP APPLIED, 10-12 MILS OF EPOXY PAINT, COLOR GRAY, TNE MEC SERIES 69 OR EQUAL.
- DUCTILE IRON PIPE (DIP): FLANGED, ANSI/AWWA C115/A21.15, SPECIAL THICKNESS CLASS 53, WITH P401 LINING.
- EXTERIOR COATING FOR DUCTILE IRON PIPE AND FITTINGS SHALL BE SHOP APPLIED, 10-12 MILS OF EPOXY PAINT, COLOR GRAY, TNE MEC SERIES 69 OR EQUAL. PAINT SHALL BE APPLIED OVER BARE CAST IRON, BLAST CLEANED TO SSPC SP10.
- FLANGE ADAPTER (FOR WETWELL): DUCTILE IRON BODY, GLAND, AND RESTRAINING LUGS, RATED FOR 275 PSI WORKING PRESSURE. WITH SBR GASKET AND NBR FLANGE GASKET. PROVIDE WITH STAINLESS STEEL BOLTS AND NUTS, FUSION BONDED EPOXY COATING. ROMAC "RFCA RESTRAINED FLANGED COUPLING ADAPTER", OR APPROVED EQUAL.
- DISMANTLING COUPLING (FOR VALVE PIT): SHALL BE RESTRAINED TYPE WITH TIE RODS, COMPATIBLE WITH ANSI CLASS 125 AND 150 BOLT PATTERNS, RATED FOR 175 PSI, ALLOWING 2 INCHES OF MOVEMENT. BODY AND END RING ASTM A536 DUCTILE IRON. GASKETS NBR FOR SEWER SERVICE. STAINLESS STEEL BOLTS AND NUTS. FUSION BONDED EPOXY COATING. SHALL BE ROMAC "DJ400 DISMANTLING JOINT", OR APPROVED EQUAL.

NOTES:

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- ALL FASTENERS AND HARDWARE LOCATED INSIDE TANKS, PITS, AND IN EXTERIOR LOCATIONS SHALL BE STAINLESS STEEL. APPLY ANTI-SEIZE COMPOUND TO THREADS.
-

Revisions	
No.	Description

NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

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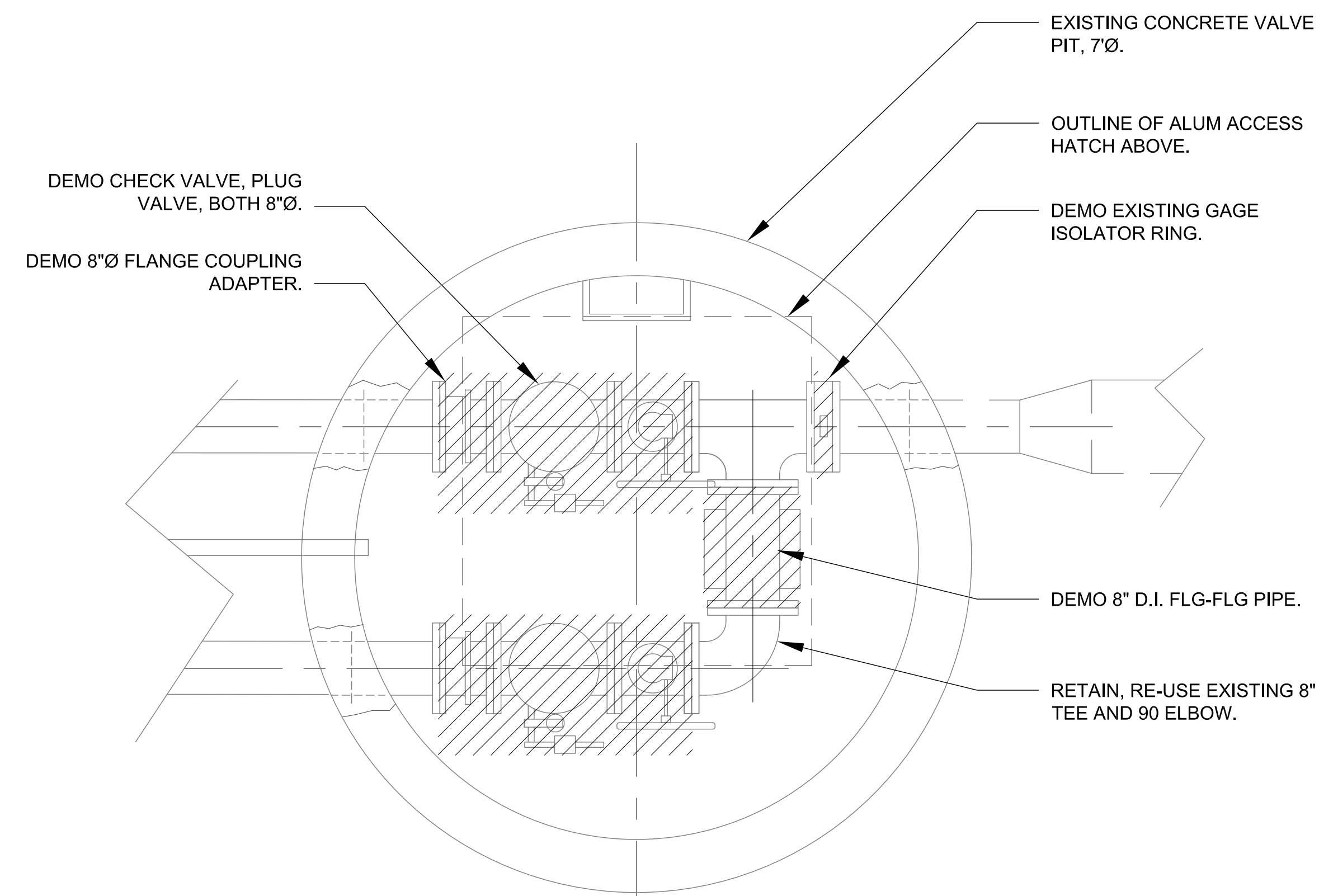
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CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152
McAFEE PUMP STATION REPAIRS
REPAIRS SECTION

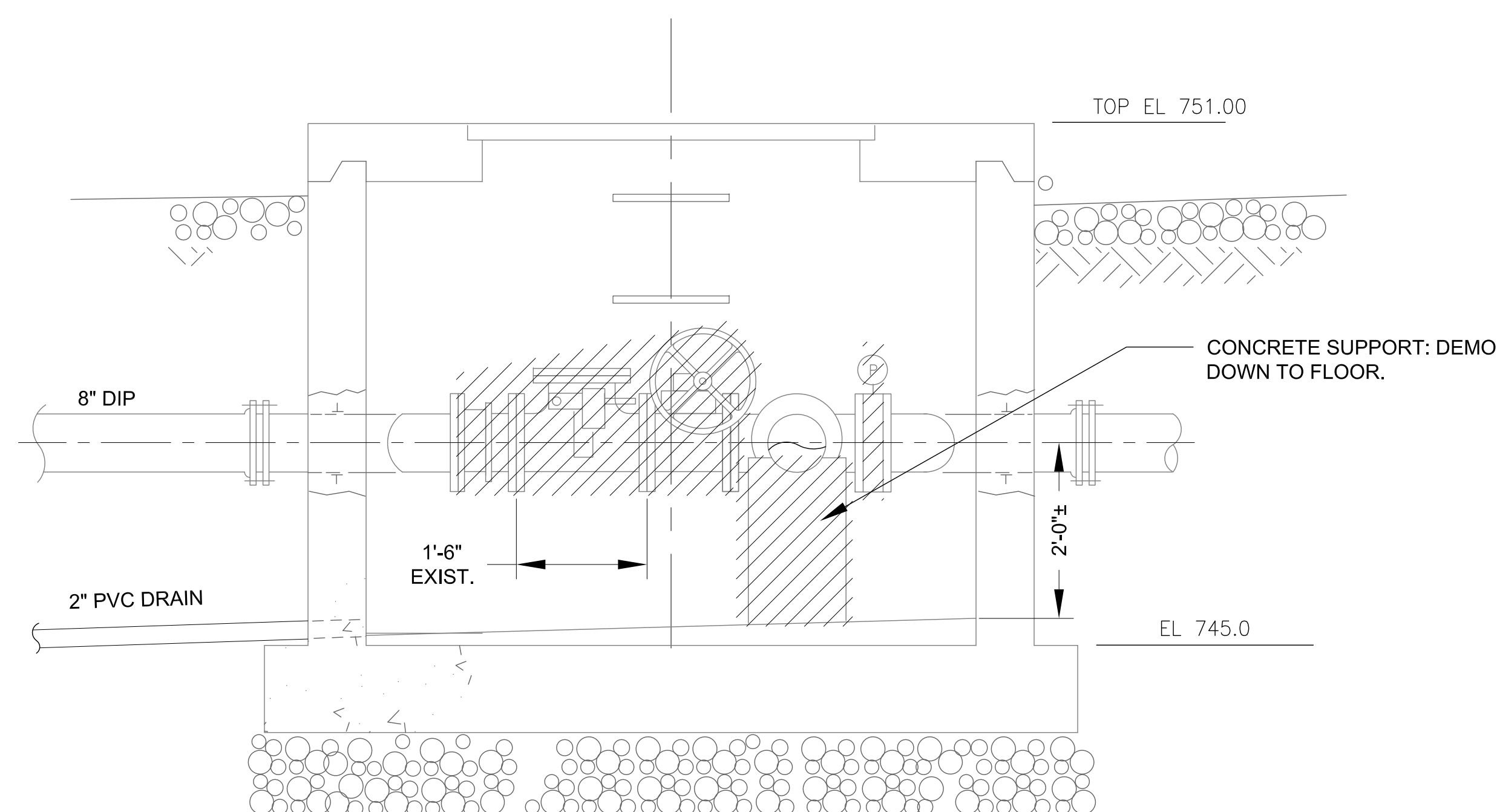
Design:	Drawn:
JEN	JEN

Date: 3-25-24

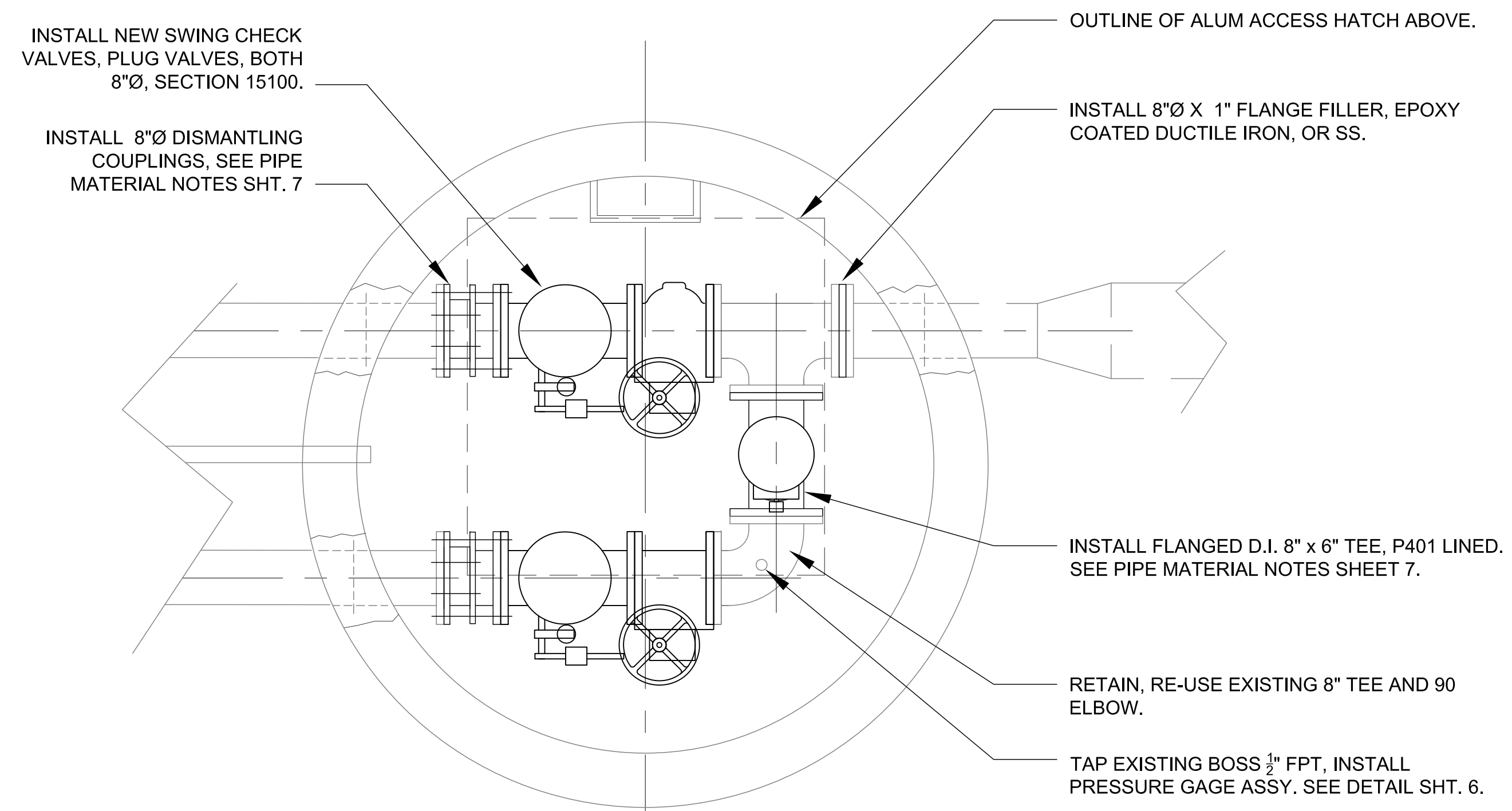
Sheet: 7 of 11



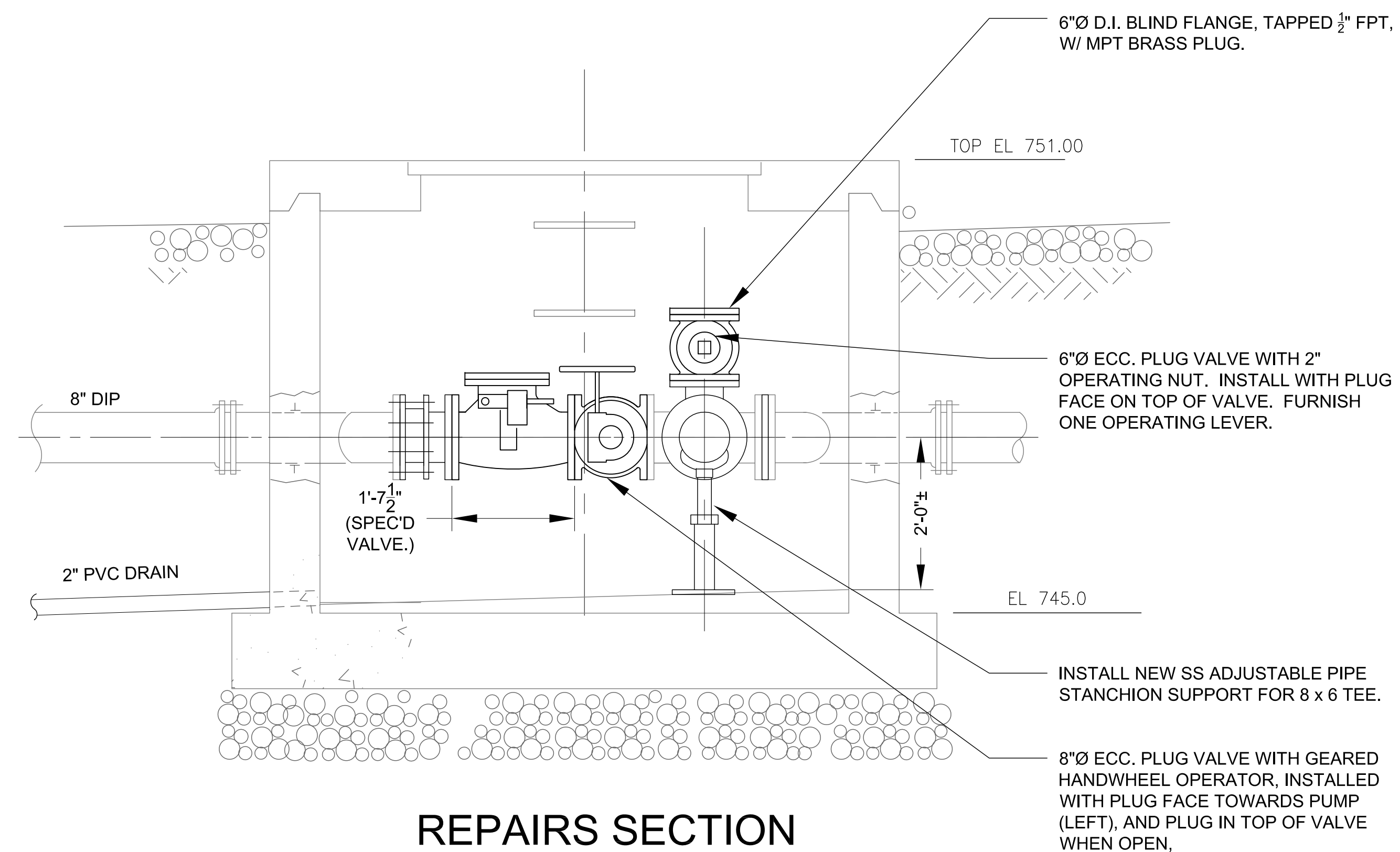
DEMOLITION PLAN

$$\frac{3}{4}'' = 1'-0''$$


DEMOLITION SECTION

$$\frac{3}{4}'' = 1'-0''$$


REPAIRS PLAN

$$3/4" = 1'-0"$$


REPAIRS SECTION

$$3/4" = 1'-0"$$

- NOTES:

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ay E. Norco E-29748

CITY OF PARKVILLE, MO
8880 CLARK AVE. — PARKVILLE, MO 64152
McAFEE PUMP STATION REPAIRS
VALVE PIT PLAN & SECTION

Design:	Drawn:
JEN	JEN

ate: 3-25-24

Sheet: 8 of 11

POTHOLE AND IDENTIFY BURIED CONDUITS. CONNECT TO EXISTING 1.5"Ø AND 3/4"Ø CONDUITS AND RE-ROUTE TO NEW FLOAT SWITCH TERMINAL BOX. PULL BACK AND RE-USE EXISTING 12C-#14 TRAY CABLE. PULL IN NEW #16 TWISTED SHIELDED PAIR FOR ANALOG LEVEL SIGNAL.

1.5"Ø SCH80 PVC CONDUITS, USE 18" MIN SWEEP RADIUS VERT. & HORIZONTAL.

PLACE 1/2 INCH EXP. JOINT MATL AGAINST EXISTING WETWELL.

INSTALL TWO 3/8"Ø SS HOOKS FOR HANGING PUMP CABLES. INSTALL SS KELLEMS GRIPS ON ALL PUMP CABLES.

MOUNT 100W LED OUTDOOR RATED AREA LIGHT TO TOP OF 2" RGS POST, WITH ADJUSTABLE SWIVEL MOUNT. PROVIDE WEATHERPROOF ON-OFF SWITCH. DEMO EXISTING PHOTOCELL. MERGE INTO TERMINAL BOX UNIT PRICE.

NOTE: AFTER EXPOSING CONDUITS AND IDENTIFYING CIRCUITS, MEET WITH ENGINEER TO REVIEW CONNECTIONS..

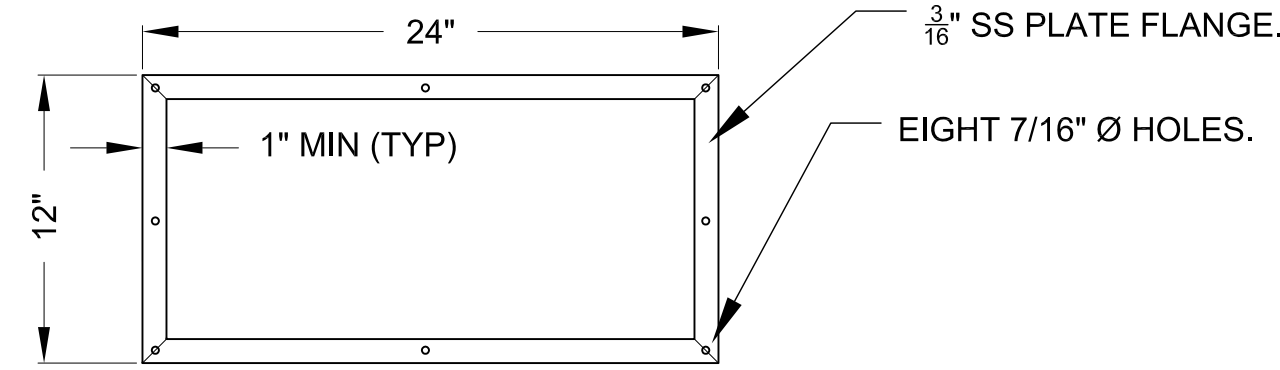
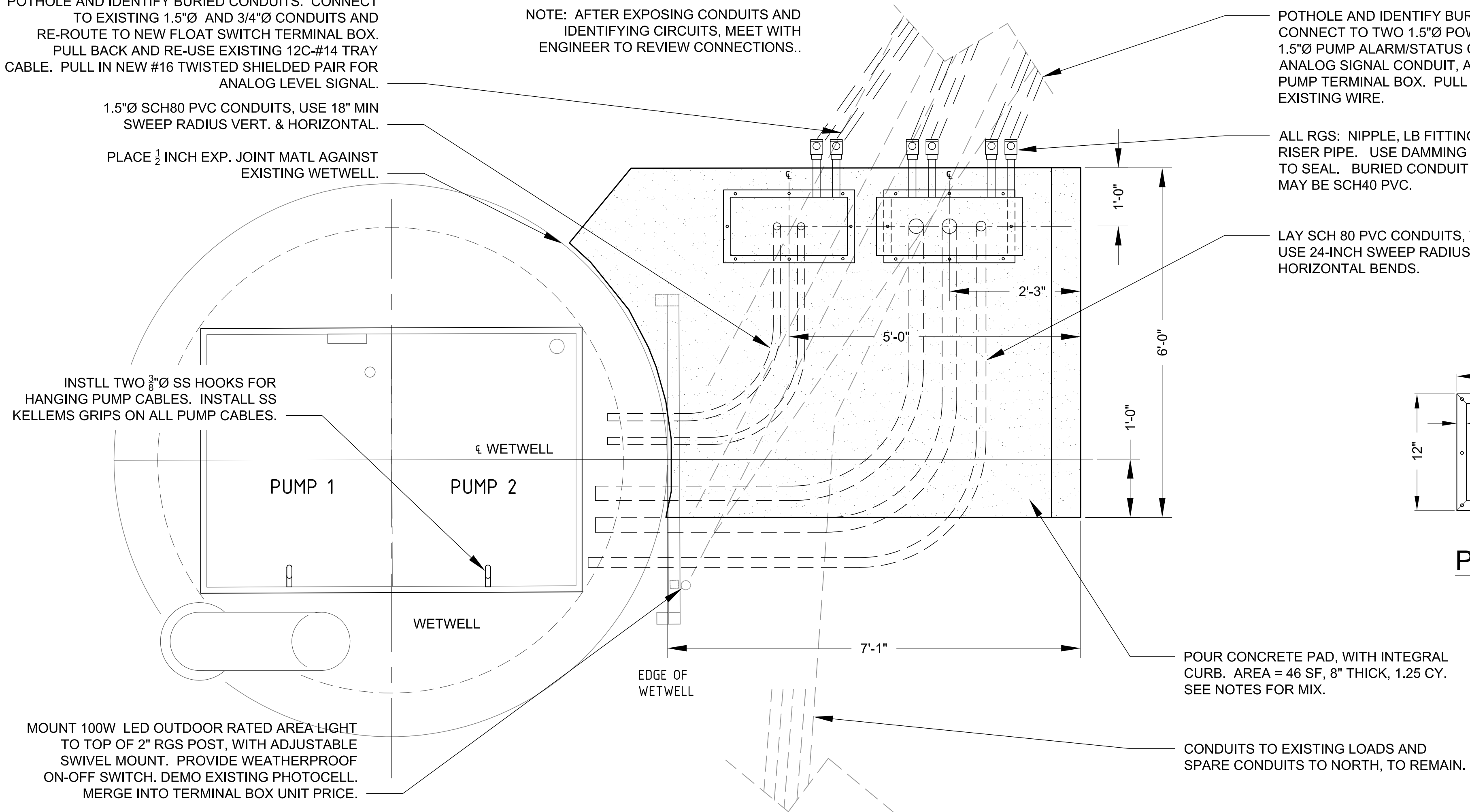
POTHOLE AND IDENTIFY BURIED CONDUITS. CONNECT TO TWO 1.5"Ø POWER CONDUITS, ONE 1.5"Ø PUMP ALARM/STATUS CONDUIT, ONE 1.5"Ø ANALOG SIGNAL CONDUIT, AND RE-ROUTE TO NEW PUMP TERMINAL BOX. PULL BACK AND RE-USE EXISTING WIRE.

ALL RGS: NIPPLE, LB FITTING, SEAL-OFF FITTING, RISER PIPE. USE DAMMING FIBER AND CHICO TO SEAL. BURIED CONDUIT BELOW RGS RISER MAY BE SCH40 PVC.

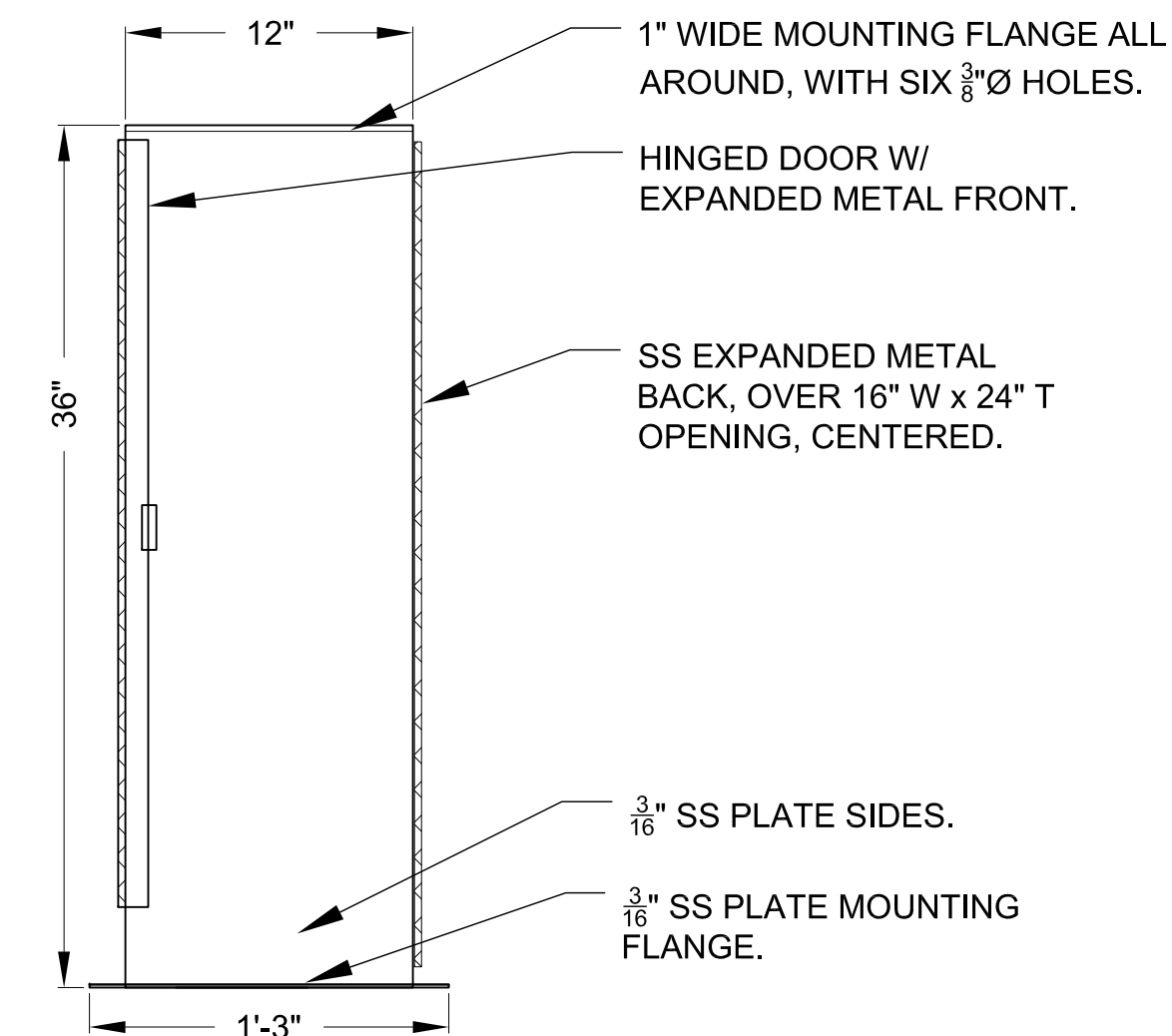
LAY SCH 80 PVC CONDUITS, TWO 3"Ø, ONE 2"Ø. USE 24-INCH SWEEP RADIUS FOR VERTICAL & HORIZONTAL BENDS.

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6. ALL FASTENERS AND HARDWARE LOCATED INSIDE TANKS, PITS, AND IN EXTERIOR LOCATIONS SHALL BE STAINLESS STEEL. APPLY ANTI-SEIZE COMPOUND TO THREADS.
7. CONCRETE MIX SHALL BE 4,000 PSI, 4" SLUMP, 3/4" MAX SIZE AGGREGATE, AIR-ENTRAINED, MCIB WA552-3/4-4-0.462. RADIUS EDGES, BROOM FINISH, APPLY CURING COMPOUND.
8. ALL ELECTRICAL WORK SHALL BE IN CONFORMANCE WITH THE NEC.
9. UNLESS OTHERWISE NOTED ON DRAWINGS, ALL NEW BURIED CONDUIT SHALL BE SCH-80 PVC WITH SOLVENT WELDED FITTINGS. ALL CONDUIT EXPOSED OR PARTIALLY EXPOSED SHALL BE RGS WITH THREADED JOINTS.



PEDESTAL TOP VIEW



PEDESTAL SIDE VIEW

PEDESTAL NOTES:

1. MATERIAL: 304L STAINLESS STEEL.
2. FASTENERS: 316 STAINLESS STEEL NUTS AND BOTS.
3. GRIND SMOOTH OR RADIUS ALL SHARP CORNERS AND EDGES.
4. EXPANDED METAL SHALL BE MINIMUM 70% OPEN AREA, TP 316; ACCEPTABLE PATTERN IS: "1/2 #16 S" OR "1/2 #18 S"

TERMINAL BOX PLAN

3/4" = 1'-0"

24" x 24" x 12" NEMA 4X SS TERMINAL BOX, WITH 3-POINT LATCH, PADLOCK-ABLE. PROVIDE WITH ALUM. BACKPANEL, 12-SPACE TERMINAL BLOCKS, GROUND BLOCK. MOUNT SURGE PROTECTOR AND ANEROID BELLOWS FOR PRESSURE TRANSDUCER.

EPOXY FIVE #4 x 12" LONG REBAR DOWELS INTO EXISTING CONCRETE.

GROUT PVC CONDUITS IN PLACE, PRIOR TO CONCRETE LINING WORK.

FLOAT SWITCH TERMINAL BOX

PUMPS TERMINAL BOX

30" x 30" x 12" NEMA 4X SS TERMINAL BOX, WITH 3-POINT LATCH, PADLOCK-ABLE. PROVIDE WITH ALUM BACKPANEL, TERMINAL BLOCKS FOR PUMP POWER LEADS, GROUND BLOCK, PLUS 12-SPACE BLOCKS FOR PUMP ALARM/STATUS WIRES. SEPARATE HIGH AND LOW VOLTAGE TERMINALS.

FAB'D STAINLESS STEEL PEDESTAL, WITH TERMINAL BOX BOLTED TO TOP. SEE DETAIL THIS SHEET. (2 REQ'D).

PULL IN ALL CABLES FROM PUMPS, FLOAT SWITCHES, LEVEL TRANSDUCER. TERMINATE WIRES AND LABEL.

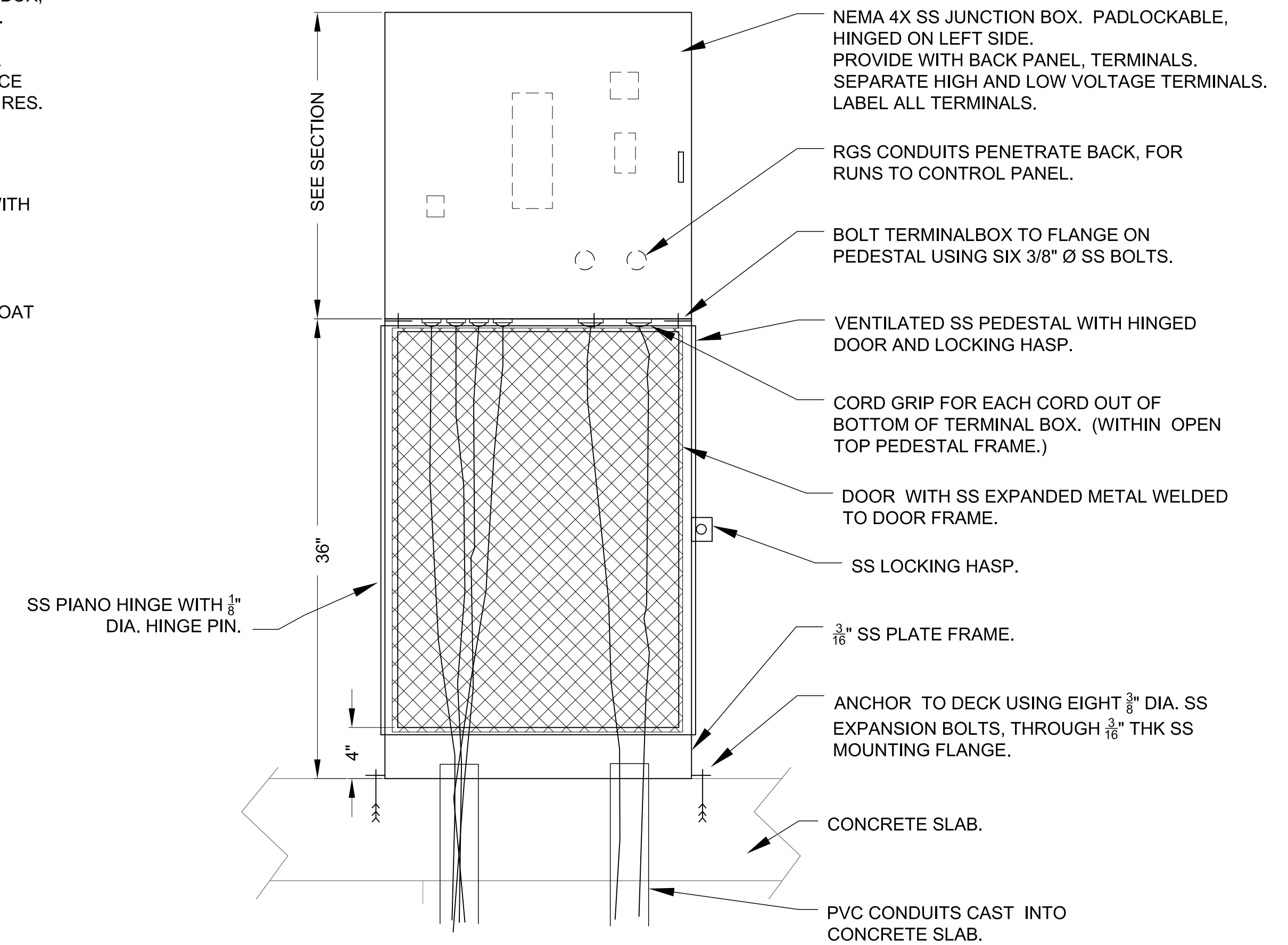
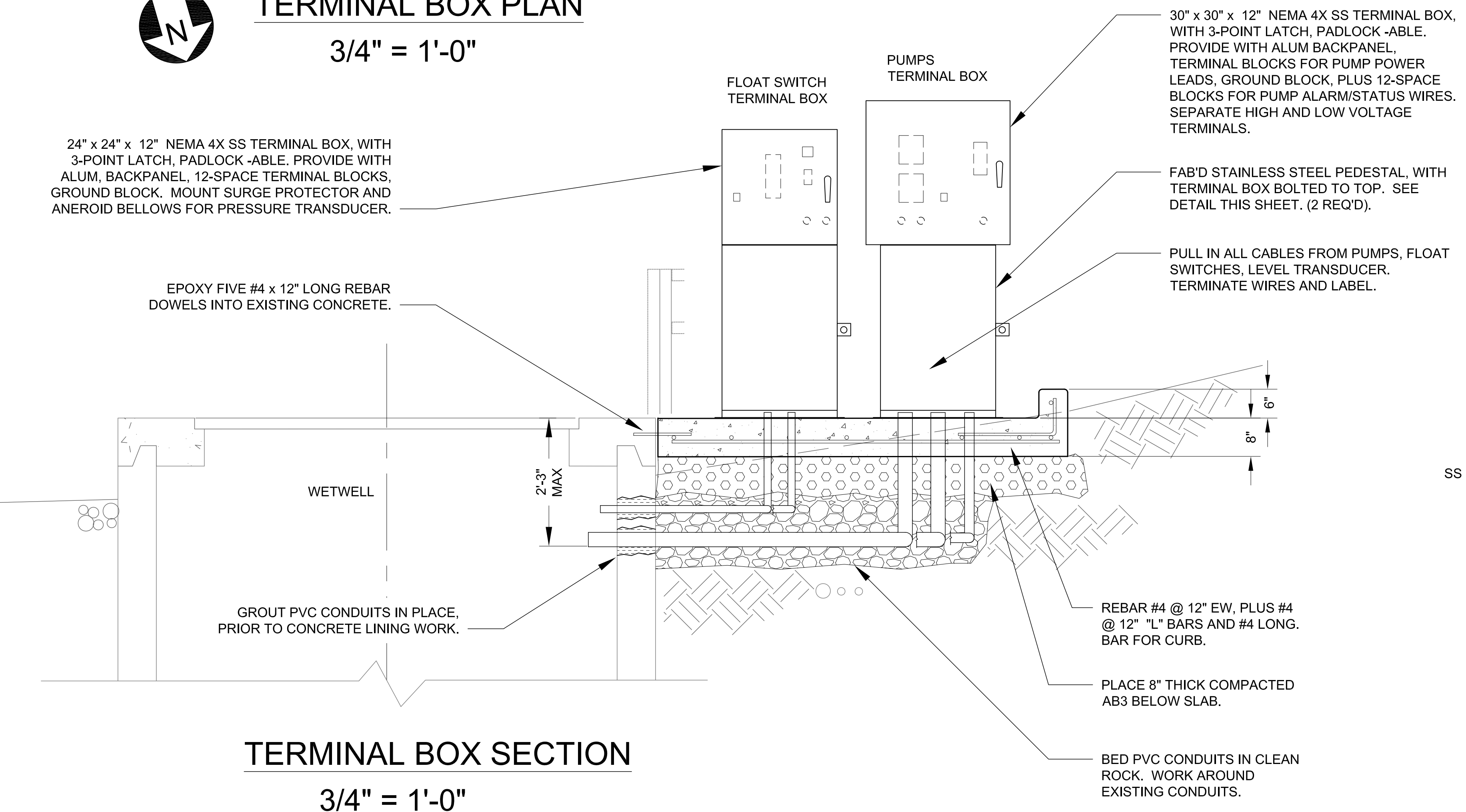
REBAR #4 @ 12" EW, PLUS #4 @ 12" "L" BARS AND #4 LONG. BAR FOR CURB.

PLACE 8" THICK COMPACTED AB3 BELOW SLAB.

BED PVC CONDUITS IN CLEAN ROCK. WORK AROUND EXISTING CONDUITS.

TERMINAL BOX SECTION

3/4" = 1'-0"



ELEVATION - TERMINAL BOX PEDESTAL

NTS

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NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
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Jay E. Norco E-29748

CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152
McAFEE PUMP STATION REPAIRS
TERMINAL BOX PLAN & SECTION

Design: JEN
Drawn: JEN

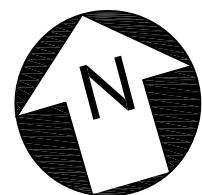
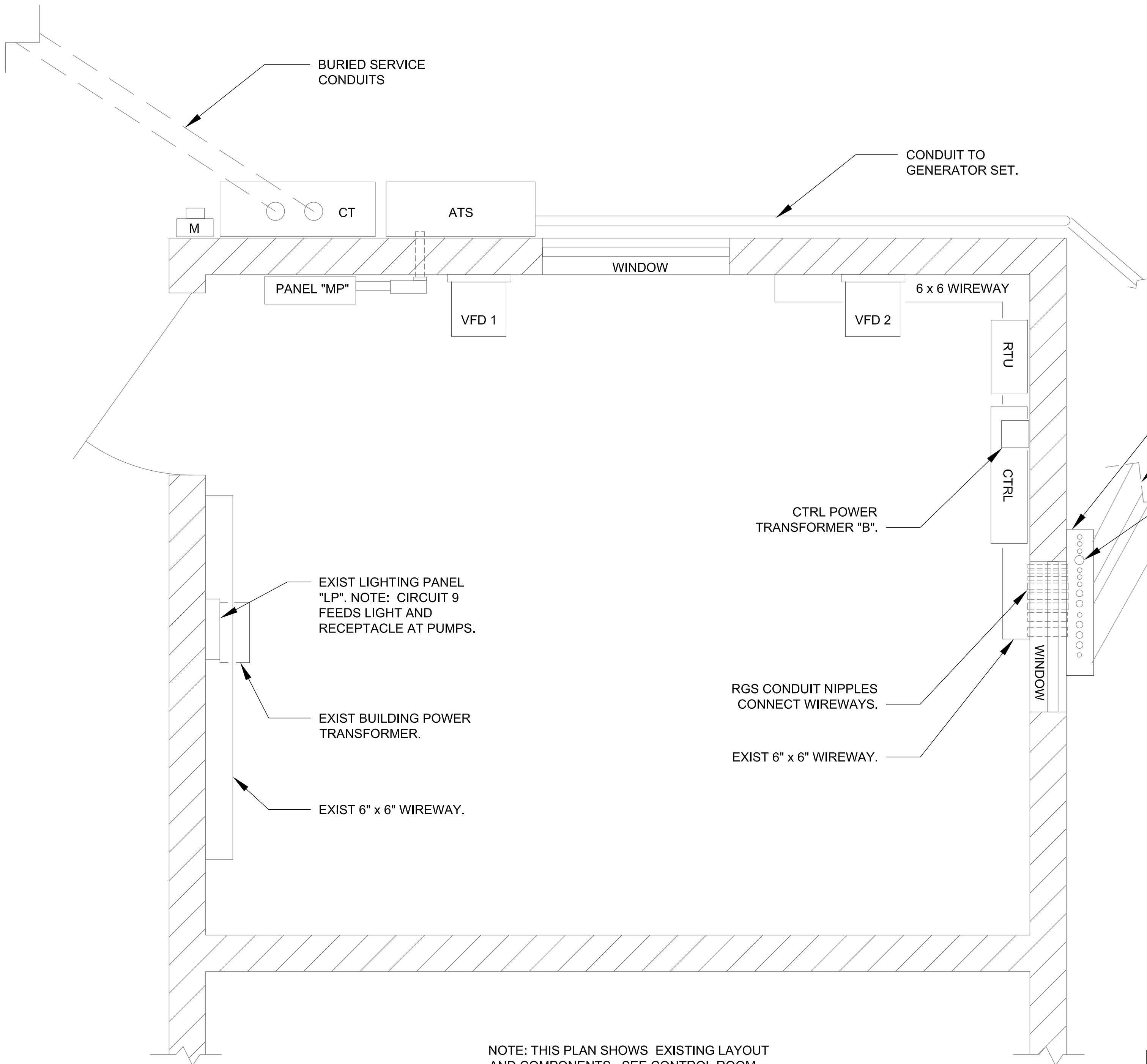
Date: 3-25-24

Sheet: 9 of 11

ELECTRICAL SUMMARY OF WORK:

- FOR WORK AT TERMINAL BOXES, SEE SHEET 9. INCLUDES WORK IN WETWELL: INSTALL NEW PRESSURE TRANSDUCER, FLOAT SWITCH MANIFOLD, SS MOUNTING BRACKETS, AND SS HOOKS TO HANG PUMP POWER CORDS.
- INSTALL LOCKING KITS ON THREE CIRCUIT BREAKERS IN EXISTING PANEL MP.
- DEMO EXISTING ITEMS SHOWN.
- REMOVE AND RE-SET EXISTING RTU PANEL, OR LEAVE IN PLACE.
- FURNISH AND INSTALL NEW MOTOR CONTROL PANEL.(SEE DIV. 16 SPEC'S.) TERMINATE AND COMMISSION NEW PANEL.
- CONSTRUCT NEW RUNS OF CONDUIT PER ELEVATIONS.
- CONSTRUCT NEW CONDUIT AND WIRE FOR BRANCH CIRCUITS FROM PANEL MP TO EACH VFD.
- CONSTRUCT NEW CONDUIT AND WIRE FOR CONTROL POWER TRANSFORMER AND PHASE MONITOR.
- RE-MOUNT EXISTING VFD'S (TWO).

- RUN NEW SHIELDED TWISTED PAIR FOR ANALOG WETWELL LEVEL SENSOR, USE EXISTING CONDUITS AND WIREWAY.
- SORT THROUGH EXISTING WIRING AND DETERMINE WHAT WILL BE RE-USED, REVIEW WITH ENGINEER.
- THE INTENT IS TO RE-USE THE EXISTING WIRING BETWEEN THE CONTROL ROOM AND THE PUMP TERMINAL BOXES, AND TO PRESERVE WIRE NOT USED AS SPARES.
- CONTRACTOR SHALL BASE HIS PRICE ON INSTALLING NEW CONTROL WIRING BETWEEN THE VFD'S AND THE NEW CONTROL PANEL. SEE ELEVATIONS.
- ENDS OF EXISTING WIRE NOT USED SHALL BE COILED IN WIREWAY AND NEATLY LABELED "NOT USED". WIRE MAY BE REMOVED WITH CONSENT OF ENGINEER.
- FINAL WIRING SHALL BE SHOWN ON AS-BUILT WIRING SCHEMATIC OR DIAGRAM, FURNISHED TO OWNER.
- CONTRACTOR IS RESPONSIBLE FOR BUILDING A COMPLETE AND FULLY FUNCTIONAL PUMP CONTROL SYSTEM THAT IS SAFE, CLEARLY LABELED AND DOCUMENTED, AND COMPLIANT WITH NEC REQUIREMENTS.

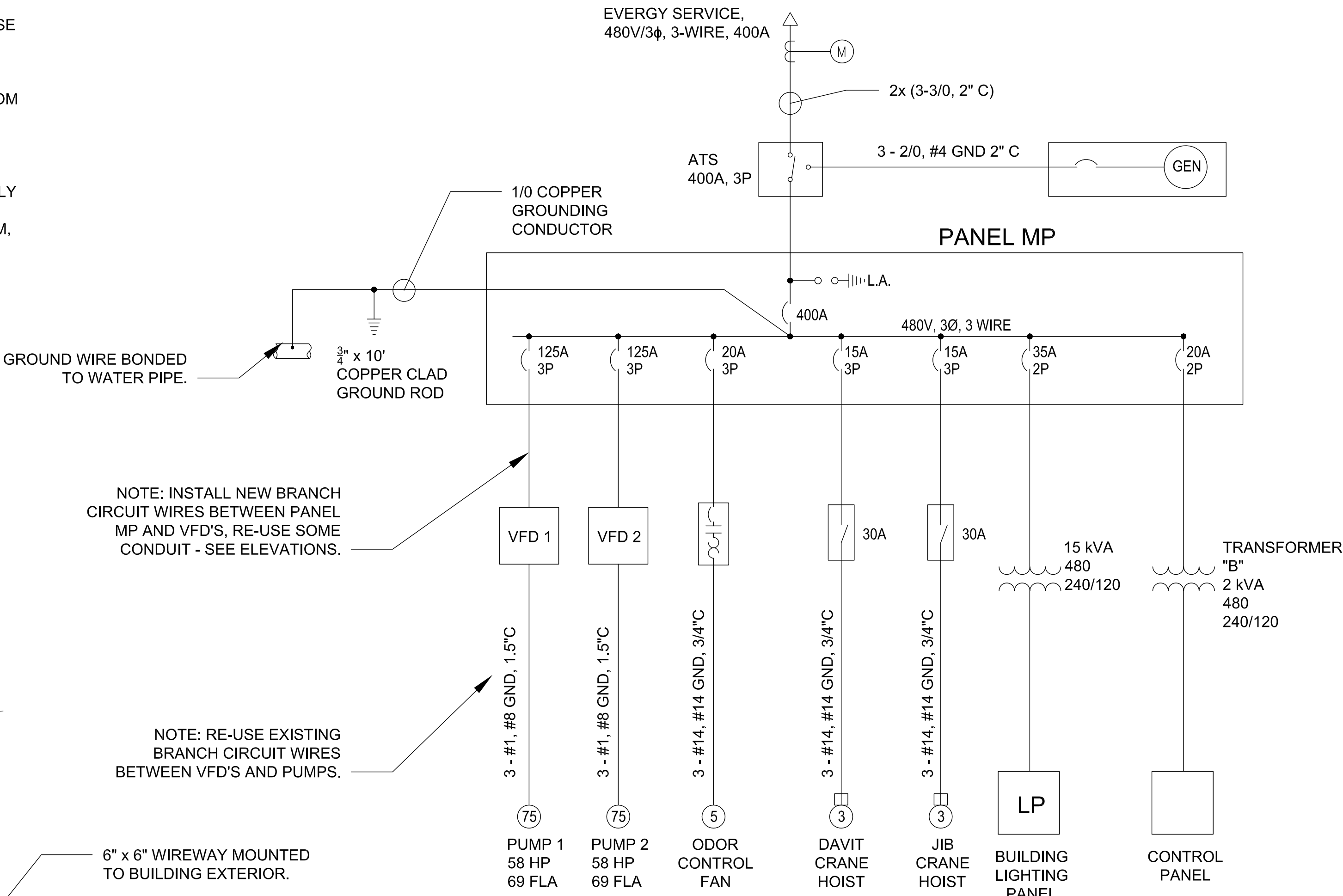


CONTROL ROOM PLAN

3/4" = 1'-0"

NOTES:

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EXISTING POWER SCHEMATIC

LIST OF EXISTING PUMP WIRING:

- ENGINEER HAS PREPARED A DIAGRAM BELOW OF WIREWAY ON EXTERIOR OF BUILDING, TO ASSIST CONTRACTOR IN SORTING OUT THE EXISTING CONDUITS AND WIRING. CONTRACTOR SHALL VERIFY THIS INFORMATION DURING CONSTRUCTION.

EXISTING DESCRIPTION / USE	EXISTING DESCRIPTION / USE
3/4" RGS, 3-#14, #14 GND	ODOR CONTROL FAN?
3/4" RGS, 3-#14, #14 GND	DAVIT CRANE HOIST?
3/4" RGS, 3-#14, #14 GND	JIB CRANE HOIST?
2" RGS (EMPTY)	INTENDED FOR FUTURE LIGHTING CIRCUIT.
3/4" RGS (EMPTY)	FUNCTION ??
3/4" RGS (EMPTY)	FUNCTION ??
3/4" RGS, 3-#12 B,W,G.	LIGHTING ??
1.5" RGS, 12c-#14 TRAY CABLE	FLOAT SWITCH CIRCUITS?
1.5" RGS, FIVE S.T.P ANALOG, 12c-#14 TRAY CABLE	ONE IS ANALOG LEVEL? FOUR NOT USED.
3/4" RGS (EMPTY)	RUNS TO FLOAT SWITCH TERM. BOX??
1.5" RGS, 12c-#14 TRAY CABLE	PUMP ALARM/STATUS, TO PUMP TERM. BOX.
1.5" RGS, 3-#1, #8 GND.	POWER TO PUMP TERM. BOX.
1.5" RGS, 3-#1, #8 GND.	POWER TO PUMP TERM. BOX.
1" RGS, 2-#14 RED, 3-#12 B,W,G.	GENERATOR TRICKLE CHARGER, ALARMS ?

- COMPOUND TO THREADS.
- ALL ELECTRICAL WORK SHALL BE IN CONFORMANCE WITH THE NEC.
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- ALL WIRES AND TERMINALS SHALL BE LABELED WITH CIRCUIT NUMBER AND USE, USING THERMAL TYPE VINYL SELF-LAMINATING WIRE MARKERS. WIRES FOR PUMPS SHALL BE LABELED ALSO WITH PUMP NUMBER. WIRES FOR FLOATS SHALL ALSO BE LABELED WITH FLOAT NAME (E.G. "HIGH WATER", "LWCO", ETC.).
- ALL NEW WIRING SHALL BE COLOR CODED PER INDUSTRY STANDARDS. ALL NEW WIRE SHALL BE THWN/THHN, UNLESS NOTED OTHERWISE.

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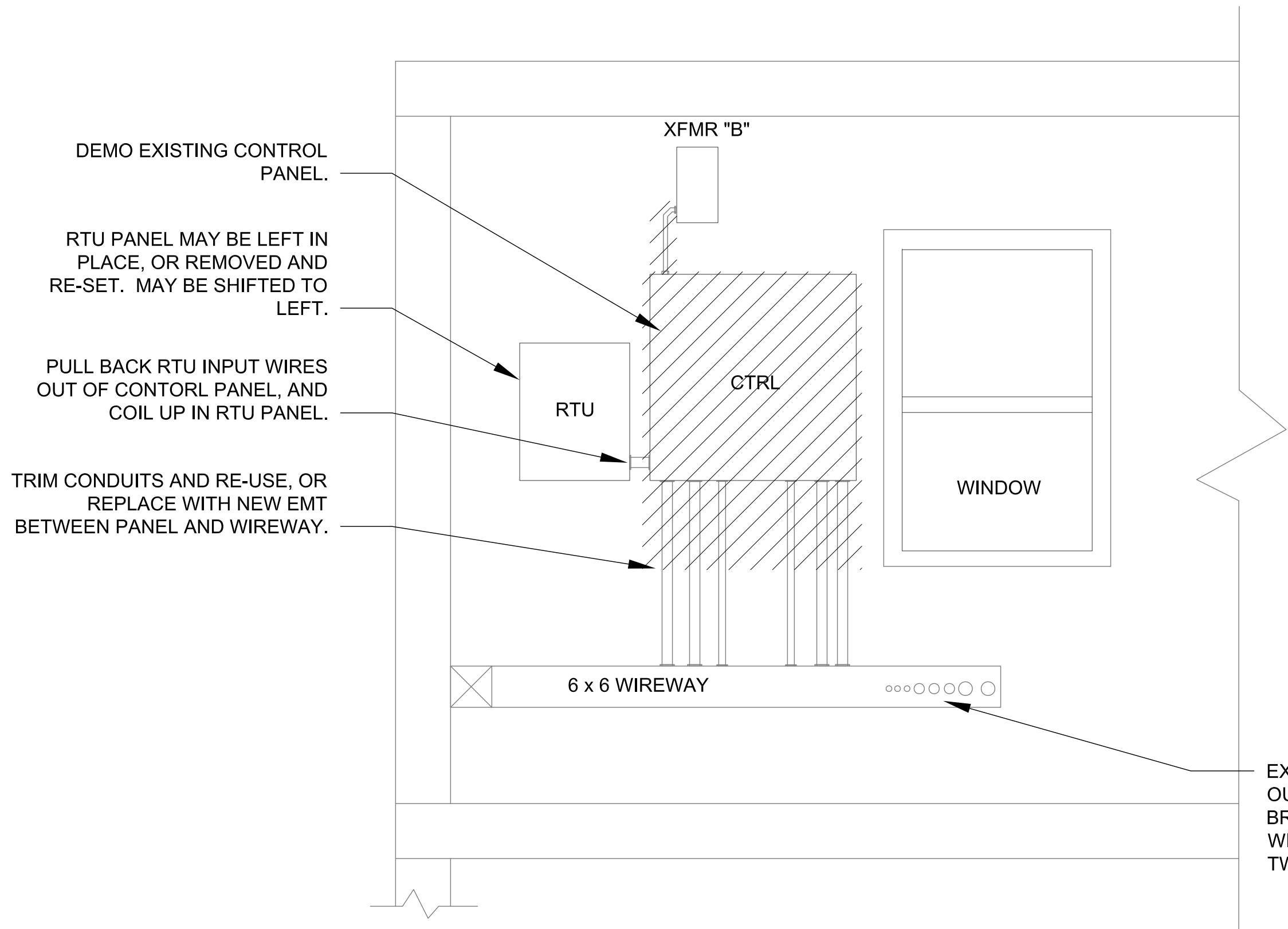
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CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152
McAFEE PUMP STATION REPAIRS
CONTROL ROOM PLAN

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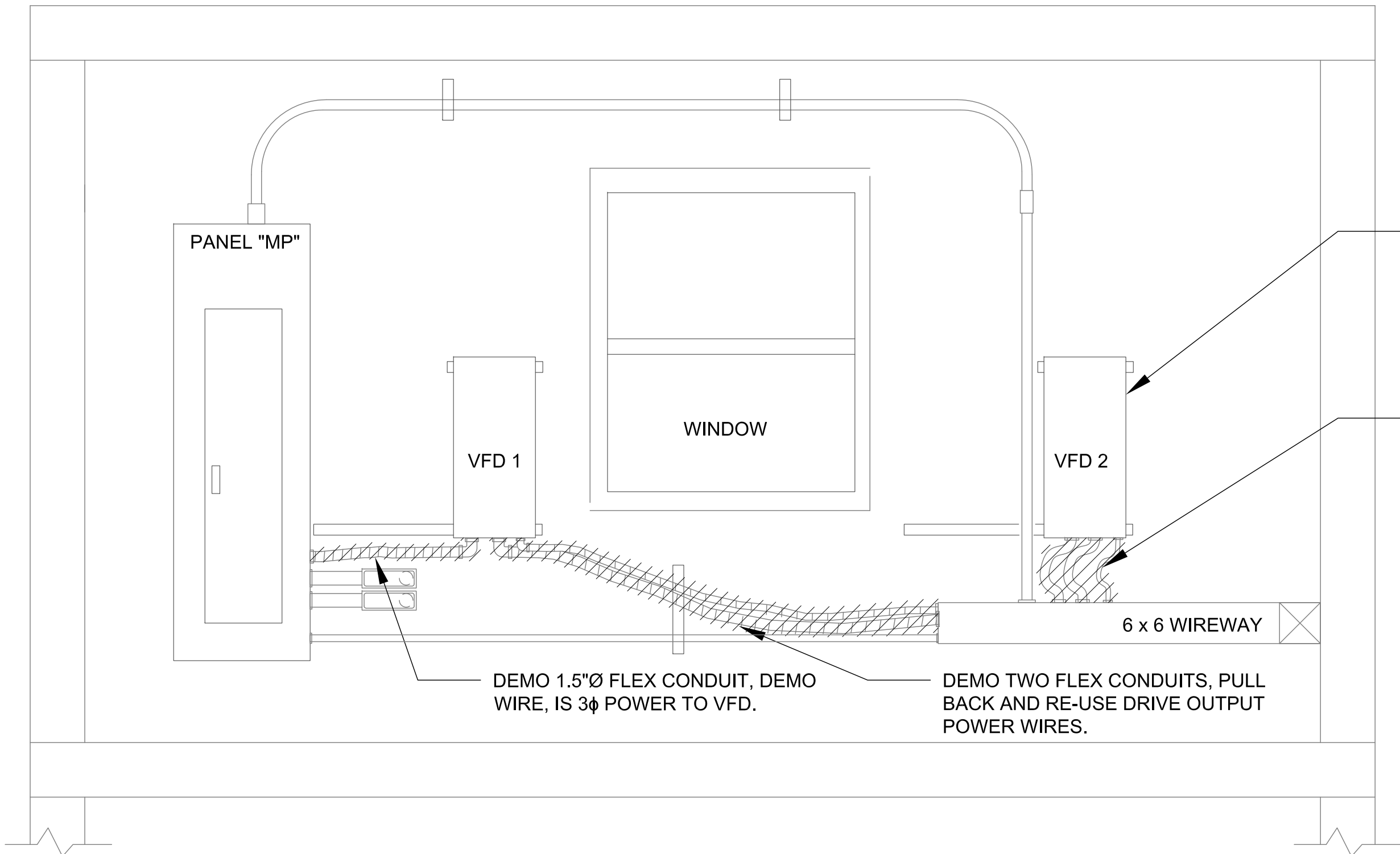
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Sheet:10 of 11



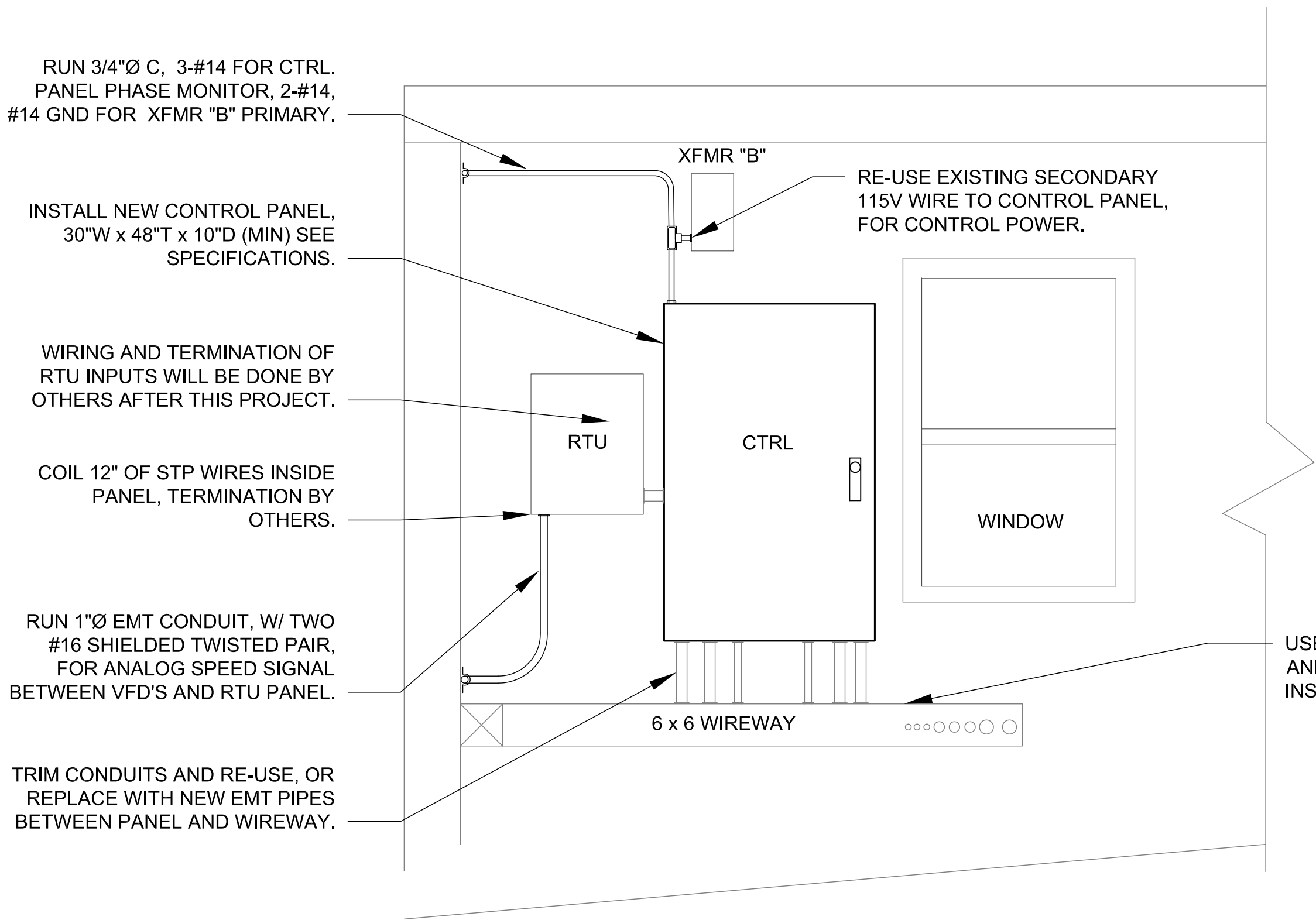
CONTROL ROOM ELEVATION - EAST WALL DEMO.

3/4" = 1'-0"



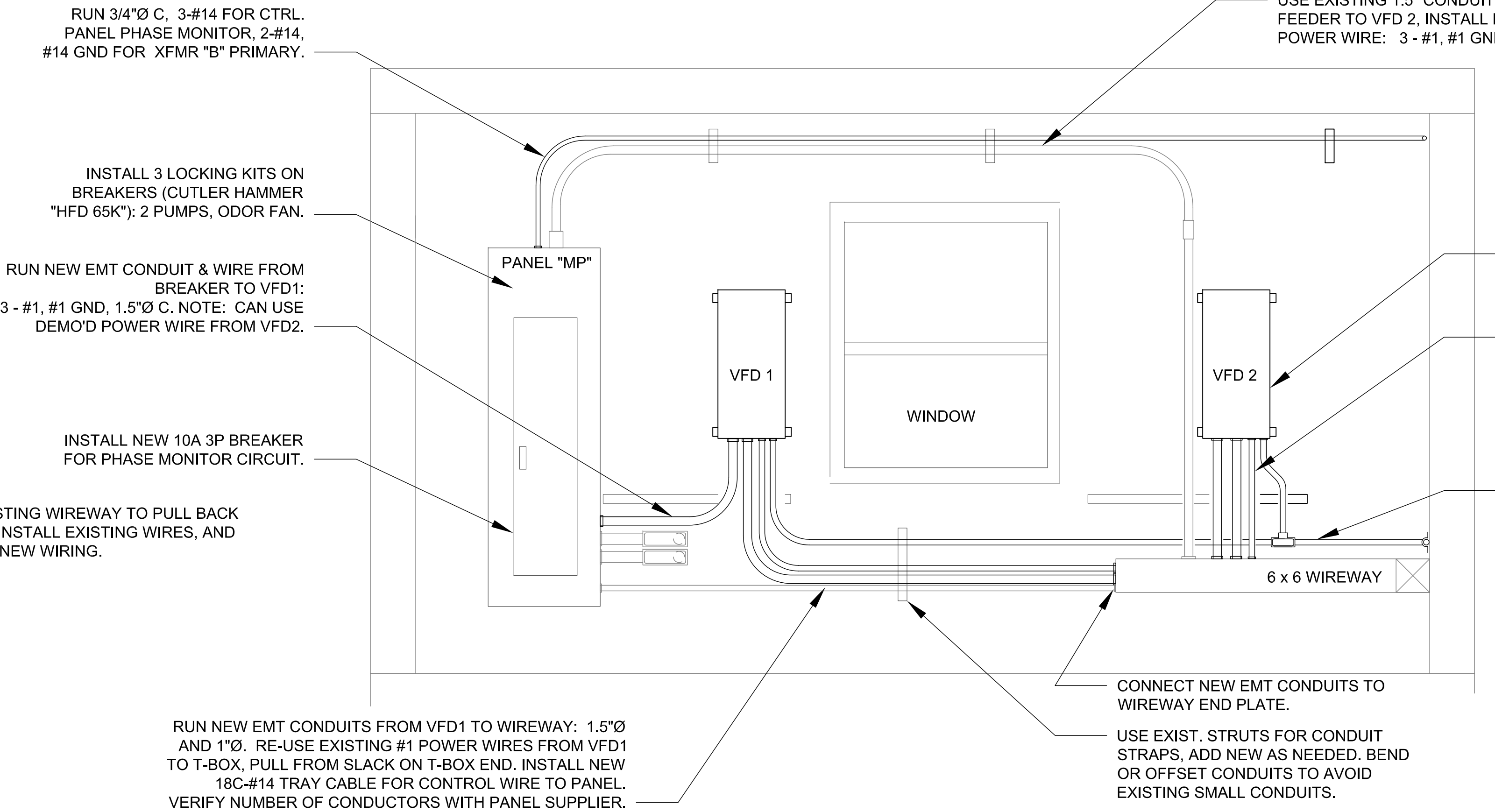
CONTROL ROOM ELEVATION - NORTH WALL DEMO.

3/4" = 1'-0"



CONTROL ROOM ELEVATION - EAST WALL PROPOSED.

3/4" = 1'-0"



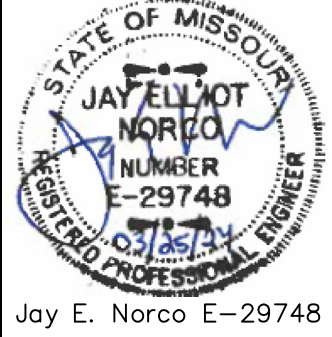
CONTROL ROOM ELEVATION - NORTH WALL PROPOSED

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McAFEE PUMP STATION REPAIRS
CONTROL ROOM ELEVATIONS

Design: JEN
Drawn: JEN

Date: 3-25-24

Sheet: 11 of 11

BID TABULATION

McAfee Pump Station Repairs - 2024

Bid Opening Monday, April 22, 2024
2:05 p.m., City Hall Board Room

Bidder	TOTAL
She Digs It, LLC Blue Springs, MO	\$446,314.00
Rand Construction Co. KCMO	\$756,140.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE

Policy Report

Date: April 24, 2024

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a contract with Barkley Asphalt Company for the 2024 Asphalt Maintenance construction project.

BACKGROUND:

Parkville operates approximately 100 single lane miles of pavement throughout the city. This pavement is primarily asphalt with limited areas of concrete. Asphalt pavement regularly wears out and breaks down due to the regular functions of vehicle traffic and winter operation materials such as salt and sand, along with environmental impacts of storm-water, sunlight, and freeze/thaw cycles. Due to this regular wear on the roads, routine maintenance is required to restore areas that have failed or are in need of preventative maintenance to protect the pavement from further damage and avoid a larger future repair.

This year, the City approached the selection of areas for asphalt maintenance based on three (3) criteria:

- a. City-wide pavement assessment performed by FirstStep,
- b. Staff review of assessment with known areas that have failed, and
- c. Review of all areas that have been submitted by constituents.

Areas are selected based on this data in an effort to be as effective with the treatments performed and as efficient with the funding level provided for the project. As an alternate, the city also requested pricing for Virgin Asphalt and found it cost prohibitive to use.

The process for selection and the areas were presented at the Board of Aldermen Work Session on April 2, 2024.

Summary of Areas of Work

Meadow Lake (North Cul-de-Sac)

Lewis Street and Clark Avenue from US-45 to Route 9 (excludes parking stalls)

E. 4th Street

North National Roundabout - additional paving on each leg of the intersection on N. National & Ridge Road

South National Entrance

In addition, quantities are provided for full depth patching throughout all of these areas.

This project received seven bids for this project and Barkley Asphalt Company was selected as the lowest and best qualified bid at \$269,837.00.

STRATEGIC GOAL(S):

This project is part of the Infrastructure and Public Facilities goal to extend life of infrastructure and equipment.

BUDGET IMPACT:

The FY 2024 budget allocated \$285,000 in the Transportation Fund for this project as the Asphalt Overlay Program.

ALTERNATIVES:

1. Approve the item.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a construction contract with Barkley Asphalt Company in the amount of \$269,837.00.

POLICY:

The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all purchases above \$50,000, upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to approve a construction contract with Barkley Asphalt Company in the amount of \$269,837.00 for the 2024 Asphalt Mill & Overlay Project.

ATTACHMENTS:

1. Bid Tabulation 2024 Mill & Overlay
2. Barkley Asphalt
3. 2024 Mill Overlay Bid Docs

BID TABULATION

2024 Mill & Overlay Project
 Bid Opening Monday, April 22, 2024
 10:35 a.m., Public Works Conference Room

<i>Bidder Name</i>	<i>BASE TOTAL</i>	<i>ALTERNATE VIRGIN MIX</i>
Advanced Paving Grain Valley, MO	\$286,006.43	158.99 Per Ton \$321,006.40
Asphaltic Surfaces Independence, MO	\$293,033.55	\$68.00 Per Ton
Barkley Asphalt Co., Inc. Liberty, MO	\$269,837.00	\$92.00 Per Ton
Little Joe's Asphalt Bonner Springs, KS	\$334,210.00	\$100.50 Per Ton
Metro Asphalt, Inc. Independence, MO	\$357,923.20	\$105.00 Per Ton
Phillips Paving Co., Inc. KCMO	\$335,900.65	\$108.35 Per Ton
Tandem Paving Co., Inc. Blue Springs, MO	\$374,796.08	\$111.30 Per Ton

(*) Recommended Award of Purchase

Bidder lists in the space provided below the names of the manufacturers and suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Bidder proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if permitted by the City in accordance with the requirements for Substitutions in the Contract Documents.

Asphalt Mill & Overlay Program includes the following subcontracted work:

Subcontractor: N/A Category of Work: _____
 Subcontractor: _____ Category of Work: _____

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the price set forth below.

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Edge, Full & Header Milling	18,526 SQYD	\$2.00	\$37,052.00
2" Asphalt Overlay (Type 5-01 Surface Mix)	2,019 Tons	\$80.00	\$161,520.00
Full Depth Asphalt Removal	1,100 Sq. Yds.	\$14.35	\$15,785.00
Full Depth Asphalt Patching	500 Tons	\$95.00	\$47,500.00
Aggregate Base (6" MO-Type 5 or AB-3)	70 TONS	\$114.00	\$7,980.00

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Two hundred sixty nine thousand eight hundred thirty seven Dollars & no/cents \$269,837.00
 (Words) (Figures)

ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT \$ 92.00/ton (Surface only).

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) **calendar days** after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid. The Bid Security is 5% of the bid price.

Performance and Payment Bonds are required for this Project.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.



CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

NOTICE TO BIDDERS

April 4, 2024

The City of Parkville, Missouri is seeking sealed bids for the following:

2024 Mill & Overlay Program

Sealed bids will be received by the City of Parkville, Missouri, 8880 Clark Avenue, Parkville Missouri, 64152, Attn: Dan Harper, Public Works Director until **10:30 a.m.**, April 22, 2024

Deliveries shall be made to Dan Harper, Public Works Director at City Hall. Bids will be publicly opened and read aloud at approximately 10:35 a.m. in the Public Works Conference Room of City Hall. The work generally includes:

**Mill existing asphalt pavement with edge, header, or full width milling
Overlay existing milled areas with 2-inches of asphalt**

Project areas are included as Attachment 1 of the Bid Document.

General Notes:

1. Additional areas may be added at the discretion of City staff. Exact project locations will be determined after awarding the construction contract, prior to contract execution.
2. The asphalt shall be APWA Type 5-01 Asphalt Mix. Mix design(s) shall be submitted for approval prior to use on the project.
3. Aggregate base is included for full depth patching. This may be used if the base of the road has failed and requires replacement. Any excavation or haul-off material is considered subsidiary to this line item.
4. Some locations may have curb replacement occurring concurrently with this project. The contractor shall coordinate any paving to occur after curb replacement has been completed and shall be responsible for any damage done to curb, other infrastructure, or private property during the performance of this project.
5. Traffic Control shall be provided by the contractor and shall be considered subsidiary to the contract. Care shall be taken to always ensure the safety of the travelling public during construction. A traffic control plan shall be coordinated with the City for the work in the North National Roundabout, the South National Entrance, and Clark & Lewis Street locations.
6. Notice shall be provided at least 7 days prior to performing work on the Lewis Street and Clark Avenue areas of the project.

A complete set of bidding documents may be viewed and purchased at the following locations, beginning April 4, 2024. Copies of the bidding documents may be obtained from these locations for a non-refundable sum for each complete set.

Drexel Technologies
10840 W. 86th Street
Lenexa, KS 66214
(816) 471-7176 (913) 371-4430

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Bids shall be required to have a **5% bid bond** attached.

The City of Parkville reserves the right to waive any irregularities and may reject any or all bids. No bids will be accepted until approved by the Board of Aldermen. All bids must have the original executed bid form delivered to City Hall in an envelope marked:

"2024 MILL AND OVERLAY PROGRAM"

Prevailing wages will apply to this contract. Missouri Prevailing Wage Order #30 is currently in effect and attached as part of these bidding requirements.

A sample copy of the City's "Agreement between City of Parkville and Contractor" is attached hereto and made a part of the bid documents. Successful bidder will be asked to sign an Agreement similar to the attached once scope of work and contract price are confirmed.

NOTE:

Pre-bid site visits may occur with or without being accompanied by a City Employee. Questions or comments on this Project Manual should be addressed to the following individuals:

Richard Wilson	Operations Director	816-768-2933 rwilson@parkvillemo.gov
Dan Harper	Public Works Director	816-741-7676 dharp@parkvillemo.gov

INSTRUCTIONS TO BIDDERS

IMPORTANT: Please read all bid package documents carefully. Forms contained herein cover terms on legal requirements, including Prevailing Wages; Employment Eligibility verification; OSHA training certification; and surety bonds. If selected by the City, a contractor will not be excused from any contractual requirement due to failure to fully read all forms and appreciate their scope.

- IB-1 **BIDS:** All bids shall be made on the forms provided in this bound volume of Contract Documents and shall be in compliance with these Instructions to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. If a Bid Bond is used, it must be properly executed by the Contractor and its surety shall be submitted simultaneously. Each bid must be enclosed in a sealed envelope plainly marked **"2024 Mill & Overlay Program."** As per Notice to Bidders, bids shall be addressed to:

CITY OF PARKVILLE, MISSOURI
Attention: Dan Harper, Public Works Director
City Hall
8880 Clark Avenue
Parkville, MO 64152

Bids must be complete; legible; contain no qualifications or exceptions; and received at the place and by the time designated in the Notice to Bidders. The burden is on the Bidder to comply with all such requirements, and the failure of any Bidder to abide by the City's requirements for submission of bids shall be grounds for rejection of the Bid in the sole discretion of the City.

IB-2 **DEFINITIONS:**

- a. An Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- b. An Addendum is a document issued by the City after initial issuance of the Notice to Bidders and Bidding Documents, which contains additional or different information pertinent to the Project to be awarded.
- c. The Base Bid is the sum stated in the Bid for which the bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- d. A Bid is a complete and properly signed proposal to do the Work or designated portion of thereof for the price stipulated therein, submitted in accordance with the Bidding Documents.
- e. A Bidder is a person or entity who submits a Bid.
- f. Bidding Documents include the Notice to Bidders, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the Work consist of the items enumerated in the General Conditions of the Contract for Construction. All definitions set forth in the General Conditions or in other Contract Documents are applicable to the Bidding Documents.

- g. A Bid Form will be included in the Bidding Documents, and Bidders are required to fill it out as instructed in the Bidding Documents.
- h. Contractor shall be the Bidder that the City has determined and declared to be the successful Bidder and which has, following such determination and declaration, thereafter executed a Contract for construction with the City to perform the Work described therein.
- i. Notice of Award shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract.
- j. Notice to Bidders shall mean the document issued by the City inviting bids, advising bidders of where Bidding Documents are available; the cost, if any, for obtaining Bidding Documents; the time and place of Bid submission and Bid opening;
- k. The Site is the physical location where the Project work will be constructed.
- l. Successful Bidder is the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in the conformity with the terms of the Bidding Documents.
- m. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents

IB-3 BIDDER'S REPRESENTATIONS: Each Bidder by making a Bid represents that:

- a. Bidder has read and understands the Bidding Documents and his bid is made in accordance therewith.
- b. Bidder has visited the proposed Site, has familiarized itself with the weather, traffic and site conditions under which the Work is to be performed, has reviewed all published reports, inspections and other documents relating to the Project made available by the City to Bidders, and has correlated its observations with the requirements of the proposed Contract Documents.
- c. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents, except such substitutions approved by the Public Works Director through issuance of Addenda.
- d. Bidder has familiarized itself with the state, federal and local ordinances and regulations, which may affect cost, progress or performance of the Work.
- e. Bidder will execute the Contract and be bound to all the Contract Documents upon its selection by the City.

IB-4 BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents from the City in the number and for the sum stated in the Notice to Bidders.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the Public Works Director assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

IB-5 BID FORM

- a. Prospective Bidders are furnished one copy of the Bidding Documents and one set of the Contract Drawings and one copy of the Bid form. The unbound set of Bid Form shall be filled out as set forth herein and submitted with the Bid Security and other documents as noted in these instructions. The bound Bidding Documents shall not, for any reason, be unbound. If the Bid Form or any of the Bid Form attachments are modified by Addendum, revised forms will be issued, in which case Bids shall be submitted on the latest revisions of the forms issued. No alteration whatsoever shall be made in the printed Bid Form, and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form. If alterations or changes are made to the printed Bid Form, or if unrequested alternatives are written in, or if conditions are written into the Bid as submitted, the Bid may be considered as nonresponsive and may not be considered for award of a contract.
- b. Bids shall be submitted on the Bid Form provided with the Bidding Documents. All blank spaces shall be properly and legibly filled in with ink or typed. A base bid manufacturer must be indicated for each item of material and equipment listed in the Bid Form. Where material and equipment manufacturers are named in the Specifications, the base bid must indicate one of the named manufacturers. If the Bidder wishes to propose a substitute equipment manufacturer for the equipment items listed, Bidder shall make written application to Engineer, subject to the deadline and conditions set forth in these Instructions to Bidders.
- c. Bids by individuals shall be signed by the person making such Bid or the Bid must have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed. The business address and telephone number of the individual shall also be provided.
- d. Bids by corporations shall be executed by the legal corporate name thereof, and the signature of the president or other authorized officer (accompanied by evidence of authority to sign) manually written below the corporate name and the attesting signature of the secretary or the assistant secretary of the corporation. The corporate address and state of incorporation shall be provided.
- e. Bids by partnerships must be signed in the true name of the partnership, and the signature of the partner or partners authorized to sign (accompanied by evidence of authority to sign) shall be manually written below the partnership name. The official address of the partnership must also be provided.
- f. The names of all persons signing must also be legibly printed in ink below the signature.
- g. The Bid shall contain an acknowledgment of receipt of Addenda, in accordance with these Instructions to Bidders.
- h. The address and telephone number for communications regarding the Bid must be shown.
- i. The Bidder's Contractors' Licenses as required by state statutes and local ordinances, codes and regulations, shall be typed or printed in ink, when applicable, on the Bid Form, where indicated.
- j. Bidders shall submit the required information on any additional forms provided as part of the Bidding requirements. All blank spaces shall be properly filled in ink or typed, in accordance with the requirements of these Instructions to Bidders and each form.
- k. Oral, telephone, fax, or telegraph Bids are invalid and will not receive consideration.

- l. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- m. The bid time will be monitored by the clock in the City Clerk's Office. Inaccuracy of City's clock to other time measurement entities will not excuse late arrival of bids.
- n. The following items are to be included with each Bid. This list is included to aid the Bidder in submitting a complete and responsive Bid. It cannot be relied on to include all items necessary to insure a responsive Bid. The Bidder is solely responsible for including all items required by the Bidding Documents, including any items required by Addenda, which may not be included in the below list:
 1. ***The completed Bid Form.***
 2. ***Acknowledgment of Receipt of Addenda (the number and date of which shall be filled in on the Bid Form).***
 3. ***Satisfactory evidence of authority of the person signing on behalf of the individual, firms, partnership or corporation shall be attached to the Bid Form.***
 4. ***Bid Security, or Bid Bond with Power of Attorney attached to the Bid Bond.***
 5. ***Contractor's license or certificate numbers shall be filled in on the Bid Form.***
 6. ***List of Subcontractors, as set forth above***
 7. ***Evidence that the Bidder is properly qualified to do business in the state of Missouri and in the county of Platte.***
 8. ***The name, address, and telephone to which communications regarding the Bid are to be directed shall be written on the outside of the Bid envelope and filled in on the Bid Form.***
 9. ***Required certifications.***
 10. ***Required evidence of domicile as explained below.***

IB-6 DEFECTS IN BIDDING/ CONTRACT DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents of the site and local conditions .

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request, which shall reach the Public Works Director at least seven days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

As noted in the General Conditions, Bidders will not be permitted to take advantage of any such defect.

IB-7 SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to execution of the Contract, unless written request for approval has been received by the Public Works Director at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The proposed substitute shall meet all the same criteria as is set out in the Contract Documents for substitutions after award

of the Contract, and the burden of proof of the merit of the proposed substitute is upon the Bidder. The Public Works Director's decision of approval or disapproval of a proposed substitution shall be final.

If the Public Works Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

- IB-8 ADDENDA: Written addenda will be mailed or delivered to all who have identified themselves in writing to the Public Works Director as requesting a complete set of Bidding Documents. Copies of the written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four days prior to the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting his Bid that he has received all written addenda issued, and **it shall acknowledge its receipt in its Bid**. Failure to acknowledge all Addenda could result in rejection of bids.

- IB-9 INSURANCE: Bidders are referred to **Exhibit K** to the Contract which sets for the insurance requirements.

- IB-10 BID SECURITY: Each Bid shall be accompanied by a bid bond issued by a corporate surety qualified to do business in the State of Missouri, accompanied by a certified copy of a Power of Attorney attesting to his or her authority to sign Bonds and conduct business in the State of Missouri, or a certified cashier's check on an acceptable bank, made payable, without condition, to the City in an amount of not less than five percent (5%) of the total Bid. In addition to other legal remedies, the amount of said Bid is accepted and the successful Bidder fails to enter into a Contract in the form prescribed, and submit insurance documents and Performance and Statutory Payment Bonds (if required for the project) within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security.

The Bid Security of a Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award, and the Bid Security of that Bidder shall be forfeited to the City. Should the City be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay City's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the sixtieth (60th) day after Bid opening or seven (7) days after the Effective Date of the Contract, whereupon Bid Security furnished by such Bidders will be returned. Bid security of other Bidders will be returned approximately seven (7) consecutive calendar days after the Bid opening.

- IB-11 TAXES: It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. The Contractor shall, in preparing its Bid, omit from its computed costs all sales and compensation taxes.

- IB-12 LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to assess against the Contractor as liquidated damages, fixed and agreed to in advance, in the amount stated in the Contract for

each of the 24-hour calendar day, including Sundays and holidays. The daily rate for Liquidated Damages for this project is \$200.00.

IB-13 MODIFICATIONS OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days after the date set for the opening thereof.

IB-14 OPENING OF BIDS: All Bids received within the announced closing time for the receipt of Bids stipulated in the Advertisement for Bids will be opened publicly. Bids will be read aloud and a tabulation of the applicable Total Bid Price and major alternates (if any) will be made available to Bidders within a reasonable time after the opening of Bids. Any Bid received after the announced closing time may be returned unopened. Any uncertainties as to whether a Bid was submitted in time will be resolved at the City's sole discretion.

IB- 15 AWARD OF CONTRACT

- a. To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, to re-advertise for Bids, and to negotiate with the lowest responsive, responsible bidder. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or has a record of poor performance with the City, other municipalities, or other clients or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.
- b. A Bid will be considered responsive if it conforms in all respects with the requirements of the Bidding Documents. In order to be considered responsive, a Bid shall: (a) be completed, signed and be responsive in all respects to the Bidding Requirements; (b) be made on the Bid Forms provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements; and (c) include all additional documents provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements.
- c. In order to be considered responsible, a Bidder must establish to the complete satisfaction of the City, as a minimum, that he has: (a) adequate financial resources to meet his contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) evidence of the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conform to all conditions contained in these Bidding documents; (e) and his proposed Subcontractors, Suppliers or other persons or organizations hold valid State, county and local licenses or certificates covering all operations or specialty trades and areas of political jurisdiction involved in the Work; (f) has conformed to the pre-award Qualification Submittals requirement outlined in these Instructions to Bidders, if applicable, and (g) does not have a documented record of past projects resulting in arbitration or litigation in which he was found to be at fault. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
- d. Upon request by the City, after the Bid Opening, a Bidder will furnish evidence of the above, including the requirements set forth herein for relevant project experience.
- e. Discrepancies on the Bid Form between words (if required) and figures shall be resolved so that the written words shall be binding on that Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved so that the correct sum shall be binding on that Bidder. Discrepancies in the multiplication of unit prices times the indicated units of Work will be resolved so that the proposed unit prices shall be binding on the Bidder.

Discrepancies between a stipulated price and that indicated shall be resolved so that the stipulated allowance, or "no more than" or "no less than" price, shall be binding on that Bidder.

- f. In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- g. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to do the Work in accordance with the Contract Documents, to the City's satisfaction, and within the prescribed Contract Time. The City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the City's satisfaction.
- h. If the Contract for the Work is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder pursuant to the requirements of the Bidding Documents, as determined by the City's evaluation of the corresponding Bid Form. In order to be considered the lowest Bidder, that Bidder will have provided the lowest Total Bid Price, in accordance with all applicable Bidding Requirements, and as determined by the City's and the Public Works Director's evaluation of the corresponding Bid Form.
- i. If a Contract is to be awarded, the Bidder will be given a Notice of Award within the time set forth in Article 15.0 of these Instructions to Bidders.
- j. Payment and Performance Bonds are required for this Project.

IB- 16 AWARD OF CONTRACT

The City reserves the right to apply a local preference in awarding the contract. The City of Parkville Purchasing Policy (as adopted by Resolution No. 10-02-14) states the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City.

IB-17 EXECUTION OF THE CONTRACT

- a. The Notice of Award will establish the Contract Price and establish the adjustment unit price if accepted by the City at the City's sole discretion. A Notice of Award to a Successful Bidder will be accompanied by four (4) copies of unsigned counterparts of the corresponding Contract with all other written Contract Documents attached. The successful Bidder (Contractor) shall execute the Contract, insert copies of required bonds and power of attorney, and submit all copies to the City Clerk along with insurance certificates and Additional Insured and Notice of Cancellation Endorsements, within fifteen (15) days from the receipt of Notice of Award. The date of contract on the Contract and Bond forms shall be left blank for filling in by the City.
- b. The City shall execute all copies, insert the effective date on the Contract, Bonds and power of attorney (if required), and return all copies to the Public Works Director for review and distribution. Distribution of signed copies shall be one (1) copy each to the City Clerk, Contractor, Surety, and to the Public Works Director.
- c. Within fifteen (15) consecutive calendar days of receipt of Contract and other required documents by the City from the Contractor, the City Clerk will deliver two (2) fully signed

counterparts (one for Contractor and one for surety) to Contractor. Notice to Proceed and requirements for commencement of the Contract Time set forth in the General Conditions.

- d. Failure by the Successful Bidder awarded the Contract to execute the Contract or to furnish the required Bonds shall be just cause for the annulment of the award and the forfeiture of that Bidder's Bid Security.

IB-18 CONFLICT OF INTEREST: 31 U.S.C.S. Section 1352 requires that all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

IB-19 IDENTIFICATION OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

With the Bid Form, each Bidder shall identify the names, addresses and associated information of those Subcontractors, Suppliers or other persons or organizations, including those who are to furnish the principal items of material and equipment, whom Bidder intends to award a Subcontract or Purchase Order in an amount in excess of two (2) percent of the Total Bid Price. In addition, if requested by the City or Public Works Director, each Bidder shall be prepared to submit, within ten (10) consecutive calendar days, a "Qualifications Statement List" for all Subcontractors, Suppliers, or other persons or organizations so identified. This List shall include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials or equipment to be supplied. Each nominated Subcontractor shall include the Subcontractor's license or certification, as applicable, as evidence that the firm is properly licensed or holds the required certificate for the specialty work involved. Such list shall be accompanied by a copy of the anticipated Subcontract or Purchase Order and by an experience statement with pertinent information as to similar projects and other information pertaining to financial resources, adequacy and availability of plant and equipment, organization, and other facts as evidence of qualifications to perform the Work designated for each such Subcontractor, Supplier or other person or organization. The list of principal items of equipment shall include the name of the locations at which similar size and type of equipment, as that specified, is in service.

If the City or the Public Works Director after due investigation of a Bid has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, the City may, before giving Notice of Award, request such Bidder to remove or replace said proposed Subcontractor, Supplier or other person or organization and to self-perform the associated parts of the Work, if the Bidder holds a valid license or certificate for that work and he is so qualified, or to submit an acceptable substitute, without an increase in such Bidder's Bid, and without an increase in any of the proposed alternate prices. If such Bidder declines, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.

Any Subcontractor, Supplier, other person or Organization so listed and to whom the City or the Public Works Director does not make written objection prior to the Notice of Award will be deemed acceptable to the City and Public Works Director, subject to revocation of such acceptance after the Effective Date of the Contract as provided in the General Conditions.

IB-20 QUALIFICATIONS OF BIDDERS

Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed Work.

In determining the lowest responsible Bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; (e) has materials available; and (f) has competent subcontractors, material and equipment manufacturers (g) acceptable reference review; (h) has been in business and has satisfactorily performed work similar to that required by this project for at least 5 years.

Each Bidder may be required to show that former Work performed by him has been handled in such manner that there are no just or proper claims pending against such Work. No Bidder will be acceptable if he is engaged on any other work, which impairs his ability to finance this Work or provide equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated if asked for them.

Each Bid shall contain evidence that the Bidder is properly qualified to do business in the State, county, and city where the Project is located by disclosing that the Bidder and his nominated Subcontractors hold valid licenses and certificates, if applicable, issued by those Public Government Bodies with jurisdiction over the Work.

BID FORM

2024 MILL AND OVERLAY PROGRAM

For

CITY OF PARKVILLE, MISSOURI

Bid Date: Monday, 10:30 a.m., April 22, 2024

To: City of Parkville, Missouri: Submitted By: _____

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$100.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security. Bid Security is 5% of the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Bidder lists in the space provided below the names of the manufacturers and suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Bidder proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if permitted by the City in accordance with the requirements for Substitutions in the Contract Documents.

Asphalt Mill & Overlay Program includes the following subcontracted work:

Subcontractor: _____ Category of Work: _____
 Subcontractor: _____ Category of Work: _____

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the price set forth below.

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Edge, Full & Header Milling	18,526 SQYD		
2" Asphalt Overlay (Type 5-01 Surface Mix)	2,019 Tons		
Full Depth Asphalt Removal	1,100 Sq. Yds.		
Full Depth Asphalt Patching	500 Tons		
Aggregate Base (6" MO-Type 5 or AB-3)	70 TONS		

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

_____ Dollars & no/cents \$ _____
 (Words) (Figures)

ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT \$ _____.

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) **calendar days** after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid. The Bid Security is 5% of the bid price.

Performance and Payment Bonds are required for this Project.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

ATTACHMENT 1
PROPOSED PROJECT AREAS

Name & Location	Measured			Calculated		
	Length (FT)	Width (FT)	Depth (IN)	Area (SQYD)	Volume (CF)	Weight (TONS)
Meadow Lake (North Cul-de-Sac)			2	1572.3	2358.5	171
Lewis Street (N. roundabout)			2	859	1288.5	94
Lewis Street (South Section)	935.1	26	2	2701.4	4052.1	294
Lewis Street (S. roundabout)			2	785.9	1178.9	86
Lewis Street (North Section)			2	1539.2	2308.8	168
Clark Ave			2	2424.1	3636.2	264
E 4th Street	508	18	2	1016	1524	111
N. National Roundabout			2	2487.3	3731.0	271
N. National (East Leg)	536.2	26	2	1549.02	2323.53	169
N. National (West Leg)	283	26	2	817.56	1226.33	89
Ridge Road (North Leg)	298.55	26	2	862.48	1293.72	94
S. National Entrance (asphalt to gate)			2	1911.65	2867.5	208
Totals				18526 SQYD		2019 TONS

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at _____ this ____ day of _____, 20____.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business as
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____ Email: _____

IF A PARTNERSHIP: _____
Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____ Email: _____

IF A CORPORATION:

Name of Corporation

By _____
Signature & Title

ATTEST: _____ (CORPORATE SEAL)

Business Address of Bidder: _____

Email & Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

City of Parkville
Construction Documents
Table of Contents

1. Notice to Bidders – Advertisement for Bids
2. Instructions to Bidders
3. Bid Form
4. Notice of Award
5. Agreement Between City of Parkville and Contractor
6. Exhibit A – General Conditions of the Contract for Construction
7. Exhibit A-1 – Special Conditions
8.
 - A. Exhibit B-1 – Performance Bond
 - B. Exhibit B-2 – Payment Bond
 - C. Exhibit B-3 - Maintenance Bond
9. Exhibit C – Project Scope
10. Exhibit D – Specifications included in the Project Scope
11. Exhibit E – Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
12. Exhibit F – Sales Tax Exemption Documentation
13. Exhibit G – Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
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16.
 - A. Exhibit J-1 – (Applicable Missouri Prevailing Wage Statutes)
 - B. Exhibit J-2 – Prevailing Wage Reporting Form)
 - C. Exhibit J-3 – Certification of Compliance with Prevailing Wage Requirements
17. Exhibit K – Insurance Requirements
18. Exhibit L – Bill of Sale

19. Exhibit M – Bailment Agreement
20. Exhibit N – Conditional Partial Release of Lien and Waiver of Claims
21. Exhibit O – Conditional Final Waiver of Lien and Release of Claims
22. Certificate of Substantial Completion
23. Certificate of Final Completion
24. Construction Change Directive
25. Change Order

City of Parkville, Missouri

City Hall

8880 Clark Avenue

Parkville MO 64152

NOTICE OF AWARD

Notice is hereby given that on the _____ day of _____, 20____, the City of Parkville Missouri, acting through its duly elected and authorized Board of Aldermen, did vote to award the following described contract:

Contract/Project Number: _____

Project Description: _____

Name of Contractor: _____

Contract Amount: _____

The Board of Aldermen has authorized the Mayor to execute the City's approved form of contract, and to deliver it to the Contractor identified above for execution and return within fourteen (14) days, along with insurance certificates and endorsements and payment and performance bonds all as identified in the bid documents. Upon receipt of these documents, properly completed to the satisfaction of the City, the bid security of Contractor and any other bidders shall be returned. If you fail to execute said agreement and to furnish all bonds and insurance within fourteen (14) calendar days from the date of delivery of this notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the City may see fit.

Signature: _____ Date: _____

Name: _____

Title: _____

City of Parkville, Missouri

City Hall

8880 Clark Avenue

Parkville MO 64152

NOTICE TO PROCEED

Date:

TO:

ADDRESS:

Contract:

You are notified that the Contract Times under the above contract will commence to begin **DATE**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article III of the Agreement, the date of Completion for your work is ---- calendar days from date of this Notice to Proceed, which is **DATE**.

Before you may start any Work at the Site, the General Conditions provide that you must deliver to the City certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents, and must have a Business License with the City of Parkville, MO.

Also, before you may start any Work at the Site, you must:

CITY OF PARKVILLE, MISSOURI

By:

Public Works Director

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2024 MILL & OVERLAY PROGRAM**

This agreement is made and entered into this ____ day of _____, 2024, by and between the City of Parkville, Missouri, (hereinafter the "City") and _____ (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____ DOLLARS (\$_____) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by _____. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$_____ for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured- and Notice of Cancellation Endorsements, the fully executed Performance, Payment and Maintenance Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Project Scope
Exhibit D	Specifications included in the Project Scope
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
.	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the _____ day date, 2024, first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Title: Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk

Contractor

By _____

Title _____

(SEAL)

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

EXHIBIT A
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance and payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Contract as **Exhibits B-1 and B-2**.
3. "Change Order" is a written order issued after the Contract is executed by which the City, the City Public Works Director and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Parkville, Missouri.
5. "City Public Works Director" shall mean the individual designated in the Contract Documents who has been employed by the City for the performance of professional services in connection with the Project.
6. The "Contract Documents" consist of (1) the Contract between the City and the Contractor (sometimes referred to herein as the "Contract"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Public Works Director which the City Public Works Director deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Contract between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Contract.
9. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
10. "Effective Date of the Contract" shall mean the date indicated in the Contract on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Contract is signed and delivered by the City to the Contractor.
11. "Final Acceptance" shall mean the date when the City Public Works Director accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
12. "Inspector" shall mean the person or firm authorized in writing by the City Public Works Director or the City to perform inspections of the Work as provided in the Contract Documents.
13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Public Works Director, and written orders for minor changes in the Work issued by the City Public Works Director.
14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
15. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C**.

17. "Prevailing Wages" shall mean those wages included in the Prevailing Wage Order issued by the State of Missouri that is included as an Exhibit **J-1** to the Contract.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.
19. "Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D**.
20. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
21. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
22. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.
25. "Work Directive" shall mean a written order from the City Public Works Director to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of

the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.
2. Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the City Public Works Director. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the City Public Works Director informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Public Works Director and the Contractor.
4. Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted

to City Public Works Director, with drawings (if City Public Works Director determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the City Public Works Director.

6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted"," as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the City Public Works Director is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Contract
 - b. The Contract
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Contract, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

14. It is specifically agreed between the parties executing this Contract that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Public Works Director in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Public Works Director's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of two (2) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the City Public Works Director shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Contract as **Exhibit E**, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
4. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
5. The Contractor shall, in addition to the schedule required by these General Conditions, give to the City Public Works Director full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the City Public

Works Director to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the City Public Works Director may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the City Public Works Director to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.

6. The approval by the City Public Works Director of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the City Public Works Director has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.
7. It is the intent of the City to supply the Contractor with a Sales and Use Tax Exemption certificate for use in purchasing materials and supplies on the Project. This documentation, a copy of which form is attached as Exhibit "F," must be signed and returned to the City upon completion of the Protect.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents,
 - (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change

Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY PUBLIC WORKS DIRECTOR

The City Public Works Director is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Public Works Director shall in all cases

- (a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- (b) rule on all questions relating to the plans and specifications for the Project;
- (c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Public Works Director may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Public Works Director's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Public Works Director as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to City Public Works Director. The superintendent shall not be changed except with the consent of the City Public Works Director unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the City Public Works Director retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the City Public Works Director with the superintendent's cellphone and pager numbers and email address, and assure that the

superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. Unless otherwise authorized in writing by the City Public Works Director , no Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Public Works Director, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.
5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Public Works Director so directs, Contractor shall promptly remove any employee determined by the City Public Works Director to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Contract as **Exhibit G** relating to equal employment opportunity and non-discrimination.
5. **Missouri Safety Training Requirements** Contractor and all subcontractors shall provide a 10-hour OSHA construction safety program or similar program approved by the Missouri Department of Labor and Industrial Relations, to be completed on site by all employees within sixty (60) days of beginning work on the Project, pursuant to Section 292.675, Revised Statutes of Missouri. Contractor, or any subcontractors in violation of this requirement, will forfeit to the

City the sum of \$2,500 plus \$100 per day for each employee without training. The City may withhold penalties from the payment due to Contractor and its subcontractors. To assure compliance with this requirement, Contractor and all its subcontractors shall be required to execute an affidavit on the form attached hereto as **Exhibit H**.

6. **Missouri Immigration Compliance Requirements.** Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. Contractor shall verify that its employees are eligible for employment and keep records of such verification for the periods prescribed by the Immigration Reform Act of 1986. Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of Five Thousand Dollars (\$5,000) on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R. S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute the sworn affidavit, attached hereto as **Exhibit I**, under the penalty of perjury attesting to the fact that Contractor's employees are lawfully present in the United States. Contractor shall obtain a similarly executed affidavit from all subcontractors and sub-subcontractors with contract amounts of \$5,000 or more. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

7. Prevailing Wage Requirements

- (a) All of the Work performed under this Contract is subject to the requirements of Section 290.210-.340, Revised Statutes of Missouri, requiring payment of not less than the Prevailing Wages for Platte County, Missouri, and of Title 8, Division 30, Chapter 3, of the Code of State Regulations (the "Prevailing Wage Requirements"). Attached to this Contract as **Exhibit J-1** is the Prevailing Wage Order applicable to this Contract. Contractor agrees to comply with all Prevailing Wage Requirements with regard to Prevailing Wages, including but not limited to, maintaining and submitting full and accurate payroll records as required by Section 290.290.1, RSMo. and 8 CSR 3-30.010 et seq.
- (b) Contractor shall create, maintain and submit, and shall require each of its Subcontractors to create, maintain and submit on a weekly basis, a Certified Payroll Report form, the format to be of the Contractor's own choosing which contains, at minimum, the information described on **Exhibit J-2**, indicating each worker's name, address, social security number, occupational title, hours worked, and wages paid of every worker employed in connection with

this Contract. Each payroll must be accompanied by a Certification Form substantially similar to **Exhibit J-3** indicating the accuracy and authenticity of such records, and signed by the Contractor's or Subcontractor's representative, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.

- (c) Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract

- 8. No illegal drug, alcohol, or firearm usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

- 1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the

termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Public Works Director's information before submission of Contractor's first request for payment, a Contractor's construction schedule for the Work. If the City Public Works Director so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.
3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors, and will resolve conflicts among their schedules.
4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Public Works Director; such permission, however, may be revoked at any time by the City Public Works Director. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Public Works Director 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.
5. **All limits stated in the Contract Documents are of the essence of the Contract.**

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under

the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Contract for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjust the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Public Works Director, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Public Works Director timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than City Public Works Director.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method

of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Public Works Director before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted

by the City upon recommendation by the City Public Works Director. No such adjustment will be made unless the Contractor brings the matter to the City Public Works Director's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Public Works Director. Upon receipt of such notice, the City Public Works Director shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Public Works Director but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the City Public Works Director's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Public Works Director time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Public Works Director in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City Public Works Director, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings. At the option of the Director of Public Works, such information may be submitted electronically.

3. The City Public Works Director shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Public Works Director to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the City Public Works Director, the Contractor shall furnish a total of not less than three (3) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Public Works Director, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Public Works Director.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Public Works Director of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Public Works Director, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - (b) If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the City Public Works Director will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates or substitutions.
4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

GC-18. PERMITS AND NOTICES

1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
2. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of City Public Works Director and shall not unreasonably encumber the premises and/or site.
2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from City Public Works Director.
4. If provided in the Contract Documents, a laydown area or staging area shall be chosen by City Public Works Director. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.
5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Public Works Director, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the City Public Works Director regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the

National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Public Works Director by

Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

2. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, personal safety training for employees and subcontractors equipment; first aid-personnel and facilities; fire protection; signs, signals, and barricades; safety inspections; material handling and storage; inspections; and corrective action.
3. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the City Public Works Director, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
4. Whenever, in the opinion of the City Public Works Director, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Public Works Director, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Public Works Director, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the City Public Works Director may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for an damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a

Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City Public Works Director in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to

attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the

daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. If required by the Contract Documents, during the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Public Works Director, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Public Works Director, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Public Works Director, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Public Works Director for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of City Public Works Director.

6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.
2. If any part of Contractor's Work depends upon the work of the City or others, Contractor shall inspect and promptly report to City any defects in any such work that renders it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its work.
3. In the event that Contractor is performing work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City Public Works Director when it anticipates that there may be interference with the Contractor's work or with the work of any other contractor. City Public Works Director shall, to the best of its ability, with input from Contractor as to coordination of the work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible, and the Contractor agrees to cooperate with all other contractors, and it shall so conduct its operations so as to interfere to the least possible extent with the work of such contractors or workers; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's work as a result of the presence of other such contractors the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.
4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the city, or any other entity in regard to their work, shall be adjusted and determined by the City Public Works Director. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Public Works Director shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Public Works Director to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit K** to the Contract. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS/SECURITY FOR PAYMENT OF OBLIGATIONS

1. If required by the Contract Documents, Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Payment Bond in the full amount of the Contract Price on the forms attached to the Contract as **Exhibits B-1 and B-2**. The Bonds shall be provided by a Treasury-listed, corporate surety admitted in the State of Missouri, with an A. M. Best Rating of A- or better, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.
3. If the City does not require the submission of Performance and Payment Bonds, it may require Contractor to submit additional documentation to verify that the Contractor has satisfied all of its financial obligations with respect to the Contract.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Public Works Director to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Public Works Director shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.
2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.
4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Contract, attributable to the delay by the Contractor.
5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Public Works Director of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.
6. If the Contract Documents include a requirement that the Contractor provide maintenance services on the Work, the Contractor shall be required to deliver a Maintenance Bond on the form attached at **Exhibit B-3** prior to release of Final Payment

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Public Works Director, and signed by the City and the

Contractor. Change orders of \$1,000 or less may be authorized and executed by the City Public Works Director on behalf of the City. Change Orders of \$2,500 or less may be authorized and executed by the City Administrator on behalf of the City. Change Orders of more than \$2,500 require the authorization and signature of the Mayor following approval by the City's Finance Committee and/or Board of Aldermen. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Public Works Director. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Public Works Director equitably adjust the unit price. The City Public Works Director shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Public Works Director in the same manner as all other payments under the Contract.
3. Minor Changes. City Public Works Director may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. Work Directives. From time to time the City Public Works Director may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Public Works Director shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

The City Public Works Director shall either:

- (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

- (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
- (c) If the City Public Works Director has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Public Works Director direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.
- (d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- (e) If the City Public Works Director determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - (i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
 - (2) All materials and supplies;
 - (3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;
 - (4) Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the City Public Works Director for use on said work and similar operating expenses;

- (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;
 - (6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- (ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
- (1) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Public Works Directors, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - (2) Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - (3) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - (4) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - (5) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The City Public Works Director may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Public Works Director's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Public Works Director, with a copy of such notice to the other party, within seven (7) days of receipt of the City Public Works Director's decision. Failure to give such notice shall constitute acceptance of the City Public Works Director's decision.
6. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-32. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - (a) "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - (a) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature.

Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.
4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the

acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
4. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that
 - (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Public Works Director or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and

whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Public Works Director to do so, unless the City Public Works Director has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Public Works Director fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Public Works Director, the City may correct it in accordance with the provisions of this Contract.
4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate

and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any further legal action.
3. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
4. Arbitration of disputes.
 - a. Claims, except those waived as provided for elsewhere in this Contract, which have not been resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - b. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after

the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

- c. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the Owner or Contractor and any person or entity with whom the Owner or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the Owner Contractor, except by written consent containing a specific reference to the Contract signed by the Owner and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- d. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- e. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

- 1. Suspension of Work by the City . The City Public Works Director may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
- 2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

- (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or
- (c). at any time the City Public Works Director shall certify in writing to the City that:
 - (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
 - (iv) if the Contractor defaults in any material manner in its performance of the Contract; or
- (d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-38. PROGRESS PAYMENTS [if applicable]

1. Before submission of its first application for payment, the Contractor shall submit to the City Public Works Director a schedule of values allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Public Works Director may require. This schedule, unless objected to by the City Public Works Director, shall be used only as a basis for the Contractor's applications for payment, but does not constitute approval by the City Public Works Director of the method or performance by the Contractor.
2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Public Works Director during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher

rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

3. Unit Prices. Where the Contract provides that all or part of the Work is to be Unit Price Work, the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. It is understood and agreed that estimated quantities of items for Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of Unit Price Work shall be made by the City Public Works Director. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.
4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Public Works Director, all calculated in proportion to the Contract Price.
5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Public Works Director as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Contract as **Exhibit L**. Payment shall not be permitted for materials not delivered to the site except as approved by the City Public Works Director as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Contract as **Exhibit M**.
6. The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of \$1,000 or more on the form attached to the Contract at **Exhibit N**. Contractor's failure to furnish said

waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.
9. The Contractor shall be responsible for the return and /or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the City Public Works Director for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Contractor's expense.

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the City Public Works Director a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the City Public Works Director and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Public Works Director. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the City Public Works Director will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Public Works Director shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial

Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the City Public Works Director as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the City Public Works Director and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.
4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41. FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Public Works Director and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the

Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Public Works Director. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Public Works Director:
 - (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,
 - (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,
 - (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
 - (d) consent of surety to final payment,
 - (e) final Waivers and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of \$1,000 or more on the form attached hereto as **Exhibit O**,
 - (f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and
 - (g) receipt by the City of two copies of required sales tax exemption documentation on the forms attached to the Contract as **Exhibit F** from the Contractor.
3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for

Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Public Works Director prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:
 - (a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - (b) failure of the Work to comply with the requirements of the Contract Documents; or
 - (c) terms of special warranties required by the Contract Documents.
5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - (a) defective Work not remedied;
 - (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (e) damage to the City or a separate contractor;

- (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (g) repeated failure to carry out the Work in accordance with the Contract Documents.

The City may also nullify a payment previously issued, and withhold sums appropriate to protect the City from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

- 2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-44. NOTICE

- 1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-46. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the City Public Works Director shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-47. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Missouri law.

GC-49. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the laws of the state of Missouri.

GC-50. VENUE

Venue of any litigation arising in connection with this Contract shall be the state courts of Platte County, Missouri.

EXHIBIT B-1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
hereinafter referred to as the "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 Parkville, Missouri,
hereinafter referred to as the "Owner" in the penal sum of
_____ DOLLARS, lawful
money of the United States of America for the payment of which the sum, well 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 bonded Contractor has, on the _____
day of _____, 20____, entered into a written
contract with the aforesaid Owner for furnishing (among other things) 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 made a part hereof:

NOW THEREFORE, if the 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
Construction work required under said Contract, and the Conditions, Specifications, Plans and
other Contract Documents thereto attached or, by reference, made part thereof, according to
the true intent and meaning in each case, and if said Contractor shall replace all defective parts,
material and workmanship as required by the Contract, then this obligation shall be and become
null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe,
perform and abide by each and every covenant, condition and part of the said Contract and the
Conditions, Specifications, Plans and other contract documents, thereto attached, or, by
reference made a part thereof, according to the true intent and meaning in each case, or if said
Contractor shall fail to replace all defective parts, material and workmanship as required by the
Contract, then the Surety will promptly advise the City of its election to either complete all of the
obligations of the Contractor; engage another Contractor acceptable to the City to complete the
obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or
the costs to repair any defective parts, and any other damages incurred by the City in procuring
completion and/or repair, such 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 additional to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

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 hereunto so to do, on this the _____ day of _____, 20____.

Contractor

ATTEST:

(SEAL) Secretary

By_____

Title

Surety Company

(SEAL)

By _____

By_____
Attorney-in-Fact

By_____
Missouri Agent

Surety Claims Address: _____

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

EXHIBIT B-2

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
_____ as Contractor, and
_____ as Surety with
General Offices in the City of _____
and authorized to transact business in the State of Missouri, are held and firmly bound unto the

CITY OF PARKVILLE, MISSOURI and the STATE OF MISSOURI, in the penal sum of

_____ DOLLARS
(\$ _____) lawful money of the United States of America, for the payment of which
sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20_____,
entered into a contract with the City of Parkville, Missouri, for furnishing all tools, equipment,
materials and supplies, performing all labor, and constructing public improvements described in
the Contract, 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 made a part hereof.

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all
indebtedness incurred for supplies, materials, or labor furnished, or equipment used or
consumed in connection with or in or about the construction or making of the improvements
described in the above-mentioned contract documents, this obligation shall be void; otherwise, it
shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alterations or additions to the terms of the Contract or to the work to be performed
thereunder, or the specifications accompanying the same, shall in any way affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the contract or to the work to be performed or to the specifications.
The said Surety further agrees that any person to whom there is due any sum for labor or
materials furnished, as hereinafter stated or said person's assigns, may bring action on this
bond for the recovery of said indebtedness.

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, this _____ day of
_____, 20_____

Contractor

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL)

By _____

By _____
Attorney-in-Fact

By _____
Missouri Agent

Surety Claims Address: _____

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

Bond No. _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Parkville, Missouri, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT:

WHEREAS, the said _____ has been given permission by the City Director of Public Works, to construct _____.

NOW THEREFORE, if the said _____ shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the city of Parkville for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the City Director of Public Works of said city of Parkville, and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after the completion and acceptance thereof as aforesaid, then this obligations shall be void; otherwise to be in full force and effect.

Surety: _____

Principal: _____

By: _____

By: _____

Name _____

Name: _____

Missouri Resident Agent
Attorney-in-Fact, Power of Attorney, Attached

Title _____

Street, City, ZIP

Street, City, ZIP

Phone Number

Phone Number

Approved as to amount of bond:

By _____

Public Works Director

Date _____

Exhibit C

Project Scope

**Mill existing asphalt pavement with edge, header, or full width milling
Overlay existing milled areas with 2-inches of asphalt**

General Notes:

1. Additional areas may be added at the discretion of City staff. Exact project locations will be determined after awarding the construction contract, prior to contract execution.
2. The asphalt shall be APWA Type 5-01 Asphalt Mix. Mix design(s) shall be submitted for approval prior to use on the project.
3. Aggregate base is included for full depth patching. This may be used if the base of the road has failed and requires replacement. Any excavation or haul-off material is considered subsidiary to this line item.
4. Some locations may have curb replacement occurring concurrently with this project. The contractor shall coordinate any paving to occur after curb replacement has been completed and shall be responsible for any damage done to curb, other infrastructure, or private property during the performance of this project.
5. Traffic Control shall be provided by the contractor and shall be considered subsidiary to the contract. Care shall be taken to always ensure the safety of the travelling public during construction. A traffic control plan shall be coordinated with the City for the work in the North National Roundabout, the South National Entrance, and Clark & Lewis Street locations.
6. Notice shall be provided at least 7 days prior to performing work on the Lewis Street and Clark Avenue areas of the project.

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Edge, Full & Header Milling	18,526 SQYD		
2" Asphalt Overlay (Type 5-01 Surface Mix)	2,019 Tons		
Full Depth Asphalt Removal	1,100 Sq. Yds.		
Full Depth Asphalt Patching	500 Tons		
Aggregate Base (6" MO-Type 5 or AB-3)	70 TONS		

Project Areas - Subject to Change

Name & Location	Measured			Calculated		
	Length (FT)	Width (FT)	Depth (IN)	Area (SQYD)	Volume (CF)	Weight (TONS)
Meadow Lake (North Cul-de-Sac)			2	1572.3	2358.5	171
Lewis Street (N. roundabout)			2	859	1288.5	94
Lewis Street (South Section)	935.1	26	2	2701.4	4052.1	294
Lewis Street (S. roundabout)			2	785.9	1178.9	86
Lewis Street (North Section)			2	1539.2	2308.8	168
Clark Ave			2	2424.1	3636.2	264
E 4th Street	508	18	2	1016	1524	111
N. National Roundabout			2	2487.3	3731.0	271
N. National (East Leg)	536.2	26	2	1549.02	2323.53	169
N. National (West Leg)	283	26	2	817.56	1226.33	89
Ridge Road (North Leg)	298.55	26	2	862.48	1293.72	94
S. National Entrance (asphalt to gate)			2	1911.65	2867.5	208
Totals				18526 SQYD		2019 TONS

Exhibit D

Specifications Included in Project Scope

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.
2. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.
3. Necessary forms are available from the City Public Works Director and must be returned to the City with other contract documents. It is the responsibility of the Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

(signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit F

Sales Tax Exemption Documentation

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

Contractor certifies to The City of Parkville, Missouri, ("The City") that throughout the period covered, Contractor will comply with all applicable provisions of Executive Order 11246 as revised from time to time and as implemented by Title 41 of the Code of Federal Regulations, particularly Chapters 1, 50 and 60, as the same may be amended from time to time.

Contractor further certifies and agrees that each of the following provisions is made a part of the Contract between Contractor and the City:

I. NON-DISCRIMINATION IN EMPLOYMENT

(a) Contractor will recruit and hire employees who are disabled veterans, Vietnam era veterans, and individuals with handicaps and will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to status such as disabled veterans, Vietnam era veterans, handicapped individuals or because of race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative if the Subcontractor's commitments under Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any part of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor does not, and during the performance of each subcontract with the City, will not maintain or provide for his employees and segregated facilities at any of his establishments, and does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Chapter 60-1.8 of Title 41 of the Code of Federal Regulations must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representations may be liable for criminal prosecutions under 18 U.S.C. 1001.

III. FILING CERTIFICATE

Contractor has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Contractor has required and will require similar certification and filing from its non-exempt suppliers.

IV. AFFIRMATIVE ACTION CERTIFICATE

Contractor has developed, is maintaining and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable law and regulations, including, without limitation, those appearing in 41 CFR 60-1.40. Contractor has required and will require similar certification from each of its non-exempt suppliers.

V. UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED SMALL BUSINESS CONCERNS

If the City is required to utilize small business concerns or disadvantaged small business concerns by law or by contract, Contractor agrees to provide any information requested by the City that would be relevant to the issue of whether or not Contractor meets the criteria for these small business concerns. If required by the City, Contractor further agrees to comply with the obligations imposed by 13 CFR §125.9 and FAR §52.219-8, which clauses are incorporated herein by reference.

Executed this _____ day of _____, 20____ by:

Firm/Company Name:

Name of Authorized Representative:

Signature of Authorized Representative:

Title of Authorized Representative:

(signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT H

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

COUNTY OF)
)
STATE OF) SS.

Before me, the undersigned Notary Public, personally appeared

Who is _____ (title) of
_____ (a corporation/partnership/sole
proprietorship/limited liability company, and states that he/she is authorized to make this
affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction
safety program with respect to the employees working in connection with
the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in
292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

(signature)

Subscribed and sworn to before me this ____ day of _____, 200__

My Commission Expires:

Notary Public

EXHIBIT I

AFFIDAVIT OF COMPLIANCE WITH R.S Mo. §285.530.5

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville Missouri against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute the this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Contractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor:_____

By:_____

Title:_____

Date:_____

Signature, Print Name

COUNTY OF)
)
STATE OF) SS.

Subscribed and sworn to before me this ____ day of _____, 200__

My Commission Expires:

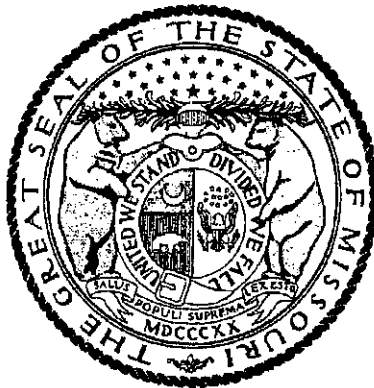
Notary Public

EXHIBIT J-1
(APPLICABLE MISSOURI PREVAILING WAGE RATES)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 083
PLATTE COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$68.54
Boilermaker	\$33.80*
Bricklayer	\$60.87
Carpenter	\$61.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$33.80*
Plasterer	
Communications Technician	\$63.38
Electrician (Inside Wireman)	\$68.28
Electrician Outside Lineman	\$58.82
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.80*
Glazier	\$33.80*
Ironworker	\$67.98
Laborer	\$48.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.59
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.68
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$53.97
Plumber	\$74.61
Pipe Fitter	
Roofer	\$58.79
Sheet Metal Worker	\$72.86
Sprinkler Fitter	\$66.39
Truck Driver	\$33.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.99
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$58.82
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.57
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.31
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

For all overtime work performed, not less than one and one-half ($1\frac{1}{2}$) 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.

EXHIBIT J-2
(Prevailing Wage Reporting Form)

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

CONTRACTOR PAYROLL RECORDS
(See Sections 290.210 to 290.340, RSMo and 8

(See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

[illegible]

*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

LS-57 (11-22) AI

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column, if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

[illegible]

Date: _____
I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ all persons employed on said project have been paid the full weekly wages earned by any person and that no deductions have been made _____ (Contractor or Subcontractor), from either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

Name and Title	Signature
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.	

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

Exhibit J-3

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS

Date: _____

I, _____,
(Name of Signatory Party) (Title)

Do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____, from the full weekly wages earned by any person and that no deductions have been made by _____ either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

EXHIBIT K

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to City. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work

hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

- .1 upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- .2 promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
- .3 In the event that the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT L

BILL OF SALE

SELLER: _____

In consideration of payments made by _____ ("Buyer") referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

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

Notary Public in and for said County and State

My commission expires:

EXHIBIT M

BAILMENT AGREEMENT

BAILOR:

BAILEE: Contractor/Subcontractor/
Supplier

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and City, for Work to be performed at

_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,
2. To keep said goods and materials fully insured against all risk of physical loss or damage,
3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and
4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY

DESCRIPTION OF ITEM

Receipted and Acknowledged:

Contractor/Supplier (Bailee)

Dated: _____

By: _____
Authorized Signature

EXHIBIT N

CONDITIONAL PARTIAL RELEASE AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$_____

Date of last work covered by payment request:_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and

Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all claims against the City or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:_____

By:_____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT O

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT A-1

Special conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the Public Works Director.

SC-3. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior written permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall

conduct its Work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give a minimum of 48 hours' notice to the owner or owners thereof and where necessary shall provide temporary access to given property.

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the Public Works Director and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the plans. Any of the above structures that are removed or damaged during construction shall be reconstructed, at Contractor's expense, of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

SC-7. STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

SC-8. EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its work to other area approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor may request an extension of time under the General Conditions.

Certificate of Substantial Completion

PROJECT:
(Name and address)

CONTRACT FOR: _____
CONTRACT DATE: _____

TO OWNER:
CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable manufacturer's warranties required by the Contract Documents, except as stated below:

Date of Commencement: _____

**DESIGN PROFESSIONAL
ISSUANCE**

BY

DATE

OF

Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of manufacturer's warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$_____

The Contractor will complete or correct the Work on the list of items attached hereto within ____ days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at ____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as stated on the attached list.

Certificate of Final Completion

PROJECT:

(Name and address)

CONTRACT FOR:_____

CONTRACT DATE:_____

TO OWNER:

CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:

(Name and address)

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be finally complete. The date of Final Completion of the Project is the date of issuance established by this Certificate.

DESIGN PROFESSIONAL

BY

DATE OF ISSUANCE

Construction Change Directive

PROJECT *(Name and address):*

DIRECTIVE NUMBER:

DATE:

CONTRACT FOR:

TO CONTRACTOR *(Name and Address):*

CONTRACT DATED:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$_____ per
 - ☐ As follows:

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is ____ days.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

OWNER *(Firm name)*

CONTRACTOR *(Firm Name)*

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

(Typed name)

(Typed name)

DATE

DATE

Change Order

PROJECT (*Name and address*):

CHANGE ORDER NUMBER:
DATE:

TO CONTRACTOR (*Name and Address*):

PROJECT NO.: _____
CONTRACT DATE:

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	_____
The net change by previously authorized Change Orders	\$	_____
The Contract Sum prior to this Change Order was	\$	_____
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$	_____
The new Contract Sum including this Change Order will be	\$	_____

The Contract Time will be increased by _____ () days.

The date of Substantial Completion as of the date of this Change Order therefore is

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

CONTRACTOR (*Firm name*)

OWNER (*Firm Name*)

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

CITY OF PARKVILLE**Policy Report**

Date: April 18, 2024

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Pavement Marking Project Update

BACKGROUND:

Pavement markings throughout the city require regular maintenance and upkeep. Throughout the year, pavement markings wear out due to vehicles driving over them, snow plows wearing them off, the sun breaking down the materials, and the many abrasives such as sand and grit that end up on the roads. This year's project has reviewed different application methods and is seeking to utilize a different approach not previously used in Parkville in an effort to provide higher quality markings that benefit the city due to their long life span vs. the prior methodology of regular paint.

Pavement markings are broken down into two general categories: linear markings and symbol markings. In the past, the City has utilized the Missouri Department of Transportation (MoDOT) standard paint specification that is used throughout the state on many routes as our standard application for linear markings. This application method provides markings that are easy to apply at a low cost, with the trade-off being that the longevity of the stripe being shorter and the retro-reflectivity being lower. This method is popular as the equipment is easy to obtain and MoDOT is able to do it with their own staff. However, they are not the only pavement markings used by MoDOT or other jurisdictions. Symbols differ from linear markings and typically experience more wear due to being driven over more frequently and in alternative directions. Due to this difference, the City has typically used thermoplastic, which is a plastic material that is melted into the pavement to create a stronger bond. This type of application is also widely used throughout the country and carries with it an increase in price due to the material and the cost of application with the benefit being a more robust marking that lasts longer.

Staff researched multiple options for improvements to the pavement marking program in 2024. Pavement markings generally fall into four categories described below:

1. Tapes, Foils, & Adhesives: These markings are long rolls of reflective material that are colored and are either directly applied to pavement or glued to pavement. They are typically reserved for construction applications as they have less reflectivity, can be applied quickly, and are able to be paved over.
2. Paints: This is the traditional marking application that yields a low cost application of spraying paint then layering it with glass beads for reflectivity. Paint is low cost, but but often wears off within a year or two depending on the conditions.
3. Epoxy: Epoxy is a chemically reactive material that is sprayed down with a dyed resin layer then covered with a hardening agent that is then embedded with glass beads. Epoxy goes through a reaction with the pavement to create a strong bond, and then the hardening agent

solidifies the material. Epoxy can last five to seven years depending on conditions, and typically has the highest reflectivity.

4. Thermoplastic: Thermoplastic is typically reserved for symbols such as a turn arrow, but can also be utilized in linear striping applications. This material is a high density plastic that is melted into the pavement to create a strong bond. It is the most durable marking but one of the least reflective.

After reviewing the potential options and balancing the cost vs. benefit of each material, staff bid two of the above four options outlined below:

1. Tapes, Foils, & Adhesives: This option was not bid due to it being a temporary material intended for construction projects.

2. Paint (High Build Paint) - This is a specific specification that is utilized in several cities throughout the Kansas City Metro. This material is similar to the paint that has been used in the past, but provides a more strict specification to ensure a higher quality application and is anticipated to last between two and three years instead of the previous paint which was one to two years. This material was bid at \$0.60 per linear foot, for an estimated cost of \$0.24 / year per linear foot of markings.

3. Epoxy (Multi-Component) - This is an epoxy-based application that is widely used by the Kansas Department of Transportation. This is a lower cost epoxy that provides a durable pavement marking that is known to last around five to seven years in municipal applications. When bid, this material was priced at \$1.30 per linear foot, for an estimated cost of \$0.22 / year per linear foot of markings.

4. Thermoplastic - This material was not bid for linear pavement markings due to the cost of the material for that application. Staff inquired about the general cost of performing linear thermoplastics and were verbally quoted to be approximately \$5.00 / linear foot making it a cost-prohibitive approach for wide use within the city and nearly four times the cost of other alternatives.

For the 2024 pavement marking program, Heartland Traffic Services was the only company to bid on the project. The city of Parkville is familiar with Heartland Traffic Services before, as they have done work for the city in previous years. The bid received this year had the option of high-build paint and multi-component epoxy. Each option includes a portion of thermoplastic symbol markings.

High Build Paint Option	Multi- Component Epoxy Option
Paint:	Multi-
\$15,795.00	Component:
	\$34,222.50
Thermoplastic:	Thermoplastic:
\$7,810.00	\$7,810.00
Total:	Total:
\$23,605.00	\$42,032.50

The City has approximately 129,300 linear feet of pavement marking within the city. Based on the rates described above, the following would be the long term cost breakdown:

High Build Paint	Multi-Component Epoxy
Placement Cost	Placement Cost
(2024): \$0.60 per linear foot	(2024): \$1.30 per linear foot

Replacement Cycle: 2.5 years	Replacement Cycle: 6 years
Annual Rate: \$0.24 per linear foot	Annual Rate: \$0.22 per linear foot
Annualized Cost: \$31,032	Annualized Cost: \$28,446

Based on these numbers, staff is recommending the move to multi-component as the default standard pavement marking. It provides a small long term cost savings, a marking that has considerably higher retro-reflectivity, and savings in doing larger but less frequent projects. In 2023, no pavement markings were placed as the bid prices came in higher than expected, and it was too late in the year to allow for a reasonable weather window to complete the project(s). In both 2023 and 2024, \$20,000 was budgeted for pavement markings. In 2024, the additional costs of migrating to a multi-component marking methodology should be covered by savings in other line items within the transportation fund. Finally, there are long-term savings realized via extended replacement cycles, which results in a better method that lasts longer, thereby reducing the overall annualized costs to the city.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities
- Public Safety

BUDGET IMPACT:

There are funds, \$20,000, with access to additional funds as a result of savings from other line items, like salt/sand expenditures, from within the 2024 transportation budget to address the improved methodology for pavement marking.

ALTERNATIVES:

None.

STAFF RECOMMENDATION:

None.

POLICY:

Staff can provide reports to the Finance Committee on City business.

SUGGESTED MOTION:

As this is a non-action item, no motion is necessary.

ATTACHMENTS:

None