



FINANCE COMMITTEE

Monday, July 27, 2026 4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
- 3. Action Items**
 - A. Approve the minutes for the June 22, 2026, regular meeting
 - B. Award the Bid for the 2026 Pavement Preservation Project to Phillips Site Work Inc.. (Public Works)
 - C. Award the Bid for the 2026 Curb & Sidewalk Replacement Program INCO USA (Public Works)
- 4. Non-Action Items**
 - A. Receive information on the city's park land dedication requirements
 - B. Police Department Compensation Strategy / Review
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



Finance Committee Meeting
Monday, June 22, 2026 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Alderman Wassmer called the June 22, 2026, meeting to order at 04:30 PM. A quorum was present.

Members Present: Ward 1 Alderman Philip Wassmer, Mayor Dean Katerndahl, Ward 2 Alderman Mark A. Hill, Ward 4 Alderman Abby LacKamp (via videoconference)

City Staff Present: Deputy City Administrator Bryan Kidney, Assistant City Administrator Jeffery Rhodes, City Attorney John Mautino (via videoconference), Public Works Director Dan Harper, Community Development Director Stephen Lachky (via videoconference), Parks & Recreation Director Brittanie Propes (via videoconference), Finance Director Cindy Gray, and City Clerk Melissa Bazert

2. Financial Updates

3. Action Items

- A. Approve the minutes for the June 8, 2026, regular meeting

Mayor Katerndahl moved to approve the minutes for the June 8, 2026, meeting. Alderman LacKamp seconded; motion passed 4-0.

4. Non-Action Items

- A. Present the draft audited financial statements and required auditor communications report for fiscal year 2025 (Administration)

Deputy City Administrator Bryan Kidney introduced Michael Keenan and Collin Seco from Hood and Associates. They presented the draft of the financial statements and report for 2025.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Alderman Wassmer adjourned the meeting at 04:57 PM.

Submitted by:

Melissa Bazert
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: July 22, 2026

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Award the Bid for the 2026 Pavement Preservation Project to Phillips Site Work Inc.. (Public Works)

BACKGROUND:

Parkville maintains approximately 91.3 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 four (4) criteria:

- a. City-wide pavement assessment performed by FirstStep in February 2026,
- b. Staff review of assessment with known areas that have failed, and
- c. Review of all areas that have been submitted by constituents.
- d. Coordination with other capital improvement projects.

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. In addition to the base bid this procurement also included a bid alternate for a geotextile paving fabric commonly known as petromat for use on concrete roads that have been previously overlaid with asphalt. This optional bid was intended for the work to be performed on 5th Street and 6th Street where it is believed that the underlying concrete may have an existing petromat on it prior to paving which is consistent with what was found in the 2025 paving project in the Bluffs and Pinecrest subdivisions.

Due to the unknown cost of placing geotextile fabric, when the project was bid this was placed as an optional add-on for the city to assess the pricing of the material. Put simply, it is unknown whether the fabric will be needed, but if it is needed the City may exercise the option to have the work done. Due to the limited ability to specify the product the pricing for this material was not included with the base bid but as an alternate bid that may not be utilized. Field conditions at the time of the surface milling being completed will dictate the need for this fabric by city staff inspecting the work.

Summary of Areas of Work

5th Street

6th Street

Summer Street

South National - Crooked Road crossover to Barn Hill Road
Forest Parks Drive
Whitetail Way
Cherry Court
Eagle Lane

In addition, quantities are provided for full depth patching throughout all of these areas and other areas on Thousand Oaks Drive, 63rd Street, Southlake Drive, and Rosewood Circle.

The City last worked with Phillips Site Work on the 2021 Curb & Sidewalk project and the 2021 Mill & Overlay project. Bonner Springs was listed as a reference and the City spoke with Matt Beets who shared that Phillips performed their paving to spec without overruns on the project.

This project received four bids for this project and Philips Site Work Inc. was selected as the lowest and best qualified bid with a base bid of \$318,330.34 and the alternate bid (Geosynthetic Asphalt Reinforcement Fabric) of \$25,322.00. Depending upon the Committee's recommendation, a resolution awarding the bid and an associated construction contract will be submitted to the Board of Aldermen for consideration. A first draft of the contract is attached.

The engineer's estimate for this project was \$293,403.77 for the base bid and with the optional Geosynthetic Asphalt Reinforcement Fabric at \$14,575.00.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities

BUDGET IMPACT:

The Transportation Fund includes \$310,000 for Pavement Preservation in the line item 40-520-04-85-00 on page 31 of the 2026 Budget.

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 approval of an ordinance to authorize the mayor to sign a contract with Phillips Site Work Inc. for the 2026 Pavement Perseveration Project.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen award the bid and associated contract for the 2026 Pavement Preservation Program Project to Phillips Site Work Inc. in the base bid amount of

\$318,330.34 together with the bid alternate for optional Geosynthetic Asphalt Reinforcement Fabric in an amount of \$25,322.00.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Contract

2026 MILL & OVERLAY PROJECT



BID OPENING - JULY 21, 2026 AT 1:30 PM

				ENGINEER'S ESTIMATE	JM FAHEY		LITTLE JOE'S		
Line Item			UNIT	QUANTITY	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2" EDGE, FULL & HEADER MILLING		SY	16,041		\$ 3.50	\$ 56,143.50	\$ 5.00	\$ 80,205.00
2	2" ASPHALT OVERLAY (Type 5-01 Recycled Surface Mix)		TONS	2,185		\$ 96.50	\$ 210,852.50	\$ 106.30	\$ 232,265.50
3	Full Depth Asphalt Removal (6"-8"0		SY	1,200		\$ 29.25	\$ 35,100.00	\$ 35.00	\$ 42,000.00
4	Full Depth Asphalt Patching (Type 5-01)		TONS	150		\$ 142.00	\$ 21,300.00	\$ 290.00	\$ 43,500.00
5	Aggregate Base (6" - AB-3 or MO-Type 5)		TONS	125		\$ 84.25	\$ 10,531.25	\$ 77.00	\$ 9,625.00
	TOTAL BID				\$ 293,403.77		\$ 333,927.25		\$ 407,595.50
	BID ALTERNATE:								
6	Geosynthetic Asphalt Reinforcemen Fabric				\$ 14,575.00		\$ 29,150.00		\$ 20,405.00

				Metro Asphalt		Phillip's Paving	
Line Item		UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2" EDGE, FULL & HEADER MILLING	SY	16,041	\$ 3.65	\$ 58,549.65	\$ 2.39	\$ 38,337.99
2	2" ASPHALT OVERLAY (Type 5-01 Recycled Surface Mix)	TONS	2,185	\$ 112.00	\$ 244,720.00	\$ 91.71	\$ 200,386.35
3	Full Depth Asphalt Removal (6"-8"0	SY	1,200	\$ 25.75	\$ 30,900.00	\$ 38.26	\$ 45,912.00
4	Full Depth Asphalt Patching (Type 5-01)	TONS	150	\$ 237.00	\$ 35,550.00	\$ 137.71	\$ 20,656.50
5	Aggregate Base (6" - AB-3 or MO-Type 5)	TONS	125	\$ 135.00	\$ 16,875.00	\$ 104.30	\$ 13,037.50
	TOTAL BID				\$ 386,594.65		\$ 318,330.34
	BID ALTERNATE:						
6	Geosynthetic Asphalt Reinforcemen Fabric				\$ 28,421.25		\$ 25,322.00

APPARENT LOW BIDDER

City of Parkville, Missouri

AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR 2026 MILL & OVERLAY PROGRAM

This agreement is made and entered into this _____ day of _____, 20____, by and between the City of Parkville, Missouri, (hereinafter the "City") and

Phillips Site Work, Inc. (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,

**Mill existing asphalt pavement with edge, header, or full width milling
Overlay existing milled areas with 2-inches of asphalt. Full depth asphalt
patching in defined areas and overlaid areas.**

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Edge, Full & Header Milling	16,041 Sq. Yds.	\$2.39	\$38,337.99
2" Asphalt Overlay (Type 5-01 Recycled Surface Mix)	2,185 Tons	\$91.71	\$200,386.35
Full Depth Asphalt Removal (6-8")	1,200 Sq. Yds.	\$38.26	\$45,912.00
Full Depth Asphalt Patching (Type 5-01 Recycled Mix)	150 Tons	\$137.71	\$20,656.50
Aggregate Base (6" – AB-3 or MO-Type 5)	125 Tons	\$104.30	\$13,037.50

PROJECT TOTAL \$ 318,330.34

City Option – Geosynthetic Asphalt Reinforcement Fabric

This bid item is a city selected optional item pending the surface of locations identified below on 5th Street, 6th Street, and Summer Street. See general notes.

City Option Bid – 2,915 Sq. Yds. Geosynthetic Asphalt Reinforcement Fabric \$25,322.00

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Three Hundred, Eighteen Thousand, Three Hundred Thirty Dollars & 34/100 \$ 318,330.34
(Words) (Figures)

City option bid per square yard for Geosynthetic Asphalt Reinforcement Fabric

\$6.80 /sq yd + \$5,500.00
Mobilization/EA

PROPOSED PROJECT AREAS

Areas may be adjusted in the field by the Public Works Department.

Areas for Mill & Overlay:

Proposed Name & Location	Measured				Calculated		
	Length (FT)	Width (FT)	Depth (IN)	Area (SQYD)	Area (SQYD)	Volume (CF)	Weight (TONS)
5th Street (West of Main)	532	18	2		1064	1596	116
5th Street (East of Main)	163	23	2		416.56	624.83	46
6th Street (West of Main)	259	18	2		518	777	57
6th Street (East of Main)	139	20	2		308.89	463.33	34
Summer Street	535	14	2		832.22	1248.33	91
Summer Street (turn-around)			2	146		219	16
S National (Crooked Road Crossover to Barn Hill Road)	1164	26	2		3362.67	5044	366
Forest Parks Drive	1792	24	2		4778.67	7168	520
Forest Parks Drive (East Cul-de-Sac)			2	545		817.5	60
Forest Parks Drive (West Cul-de-Sac)			2	622		933	68
Whitetail Way	1785	24	2		4760	7140	518
Whitetail Way (Cul-de-Sac)			2	628		942	69
Cherry Court			2	1179		1768.5	129
Eagle Lane			2	871		1306.5	95
Totals					16041 SQYD		2185 TONS

Areas for Full Depth Patching (excludes patches in mill & overlay areas):

Name & Location	Measured			Calculated		
	Length (FT)	Width (FT)	Depth (IN)	Area (SQYD)	Volume (CF)	Weight (TONS)
Thousand Oaks Drive (5945)	26	20	8	57.78	346.67	26
Thousand Oaks Drive (5935)	20	15	8	33.33	200	15
Thousand Oaks Drive (5885)	17	15	8	28.33	170	13
NW 63rd Street at Jefferson Ave	21	7	8	16.33	98	8
Southlake Drive (6079)	28	5	8	15.56	93.33	7
Southlake Drive (6070)	23	4	8	10.22	61.33	5
Rosewood Circle	25	4	8	11.11	66.67	5
Total				172.66 SQYD		79 TONS
Aggregate Base (6")				56 TONS		

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 90 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. All asphalt materials shall be KCMMB approved mixes or a mix submitted to the city for review meeting the same specification. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

All work shall conform to ADA standards if and where applicable.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined but required shall be considered subsidiary to other bid items.

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 therefore, the sum of

Three Hundred, Eighteen Thousand, Three Hundred Thirty Dollars & 34/100

(\$ 318,330.34) (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 90 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 \$500.00 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 and Payment 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	Scope of Project
Exhibit D	Not Applicable
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 if Project Total Exceeds \$75,000
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 and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
Dean Katerndahl, Mayor

ATTEST:

Melissa Bazert, City Clerk

Contractor

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.)

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, and 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 for Project Total Exceeding \$75,000

- (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 whosoever 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 subcontractor's 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 any 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 worker's 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 therefore 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)

Exhibit B-3

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: _____

By: _____

Name: _____

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

Principal: _____

By: _____

Name: _____

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

There are no plans prepared for this project. The scope includes:

Material & Construction Specifications:

- 16,041 square yards of 2" Milling
- 2,185 tons of Asphalt Paving
- 1,200 square yards of Full Depth Pavement Removal
- 150 tons of Full Depth Asphalt Patching
- 125 tons of Aggregate Base
- City Option – 2,915 square yards Geosynthetic Asphalt Reinforcement Fabric

Work Timeframe: The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a **90 calendar day project from Notice to Proceed.**

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. All asphalt materials shall be KCMMB approved mixes or a mix submitted to the city for review and approval meeting the same specification. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

All work shall conform to ADA standards if and where applicable.

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

PROPOSED PROJECT AREAS

Areas may be adjusted in the field by the Public Works Department.

Areas for Mill & Overlay:

Proposed Name & Location	Measured				Calculated		
	Length (FT)	Width (FT)	Depth (IN)	Area (SQYD)	Area (SQYD)	Volume (CF)	Weight (TONS)
5th Street (West of Main)	532	18	2		1064	1596	116
5th Street (East of Main)	163	23	2		416.56	624.83	46
6th Street (West of Main)	259	18	2		518	777	57
6th Street (East of Main)	139	20	2		308.89	463.33	34
Summer Street	535	14	2		832.22	1248.33	91
Summer Street (turn-around)			2	146		219	16
S National (Crooked Road Crossover to Barn Hill Road)	1164	26	2		3362.67	5044	366
Forest Parks Drive	1792	24	2		4778.67	7168	520
Forest Parks Drive (East Cul-de-Sac)			2	545		817.5	60
Forest Parks Drive (West Cul-de-Sac)			2	622		933	68
Whitetail Way	1785	24	2		4760	7140	518
Whitetail Way (Cul-de-Sac)			2	628		942	69
Cherry Court			2	1179		1768.5	129
Eagle Lane			2	871		1306.5	95
Totals					16041 SQYD		2185 TONS

Areas for Full Depth Patching (excludes patches in mill & overlay areas):

Name & Location	Measured			Calculated		
	Length (FT)	Width (FT)	Depth (IN)	Area (SQYD)	Volume (CF)	Weight (TONS)
Thousand Oaks Drive (5945)	26	20	8	57.78	346.67	26
Thousand Oaks Drive (5935)	20	15	8	33.33	200	15
Thousand Oaks Drive (5885)	17	15	8	28.33	170	13
NW 63rd Street at Jefferson Ave	21	7	8	16.33	98	8
Southlake Drive (6079)	28	5	8	15.56	93.33	7
Southlake Drive (6070)	23	4	8	10.22	61.33	5
Rosewood Circle	25	4	8	11.11	66.67	5
Total				172.66 SQYD		79 TONS
			Aggregate Base (6")		56 TONS	

Exhibit D

Identification of Specification Book by date, including all addenda thereto

There are no specifications prepared for this project.
See **Exhibit C** for scope of work.

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

To be provided at award of contract.

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, and 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 failed 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 _____, 20__

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 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 _____, 20__

My Commission Expires:

Notary Public

EXHIBIT J-1

(APPLICABLE MISSOURI PREVAILING WAGE RATES)

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 33

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

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2026

Last Date Objections May Be Filed: April 9, 2026

Prepared by Missouri Department of Labor and Industrial Relations

PLATTE COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.71
Boilermaker	\$34.54*
Bricklayer - Stone Mason	\$66.24
Carpenter	\$67.86
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$59.77
Plasterer	
Communication Technician	\$71.54
Electrician (Inside Wireman)	\$78.72
Electrician (Outside Lineman)	\$71.09
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$34.54*
Glazier	\$34.54*
Iron Worker	\$73.25
Laborer	\$54.55
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$57.87
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$68.42
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	\$54.44
Plumber	\$84.67
Pipe Fitter	
Roofer/WaterProofer	\$62.63
Sheet Metal Worker	\$81.43
Sprinkler Fitter - Fire Protection	\$72.86
Truck Driver	\$34.54*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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	\$67.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$34.54*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	\$53.72
Laborer - General	
Laborer - Skilled	
Operating Engineer	\$63.01
Oiler-Driver	
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	\$53.60
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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 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.

ANNUAL WAGE ORDER NO. 33

03/26

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.

(Prevailing Wage Reporting Form)

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

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:
Contractor/Subcontractor/

BAILEE:

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.

<u>QUANTITY</u>	<u>DESCRIPTION OF ITEM</u>
-----------------	----------------------------

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

BY

DATE OF ISSUANCE

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: July 22, 2026

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Award the Bid for the 2026 Curb & Sidewalk Replacement Program INCO USA (Public Works)

BACKGROUND:

The City maintains approximately 83.7 miles of curb & gutter and 39.0 miles of sidewalk throughout Parkville. Curb & gutter and sidewalk are a component of the stormwater system and road system in that they provide a conveyance method for water to drain out of the roadway and move pedestrians respectfully.

Curb & gutter and sidewalk are constructed almost entirely out of concrete within the city. Concrete breaks down for multiple reasons. However, the primary failures observed in Parkville are:

1. Over-Loading - Mechanical overloading of the curb and gutter, such as a large vehicle driving over them or a snow plow blade breaking a section.
2. Disintegration - Freeze thaw cycles paired with salts break down the concrete into individual aggregates over time.
3. Cracking - Also caused by overloading and freeze & thaw, but also occurs due to settlement in the ground

Over time, all curbs fail and need regular maintenance and eventual replacement. The City's Streets crew routinely performs minor repairs, such as grouting or epoxy on smaller breaks and cracks, but eventually the curb needs full replacement. Often times, this is aligned with the resurfacing of the roadway to fully restore the segment of roadway and increase longevity of that location and maximize the effectiveness of the repair.

The locations of curb & gutter and sidewalk replacements cover multiple areas of the city and are shown on page 14-15 of the contract documents. A general overview of locations are shown below:

Areas of Curb & Gutter Replacement:

- Forest Park Drive - 933 LF
- S. National Drive - 24 LF
- Fox Hill - 225 LF
- Bluffs Lane - 155 LF

Areas of Sidewalk Replacement:

- Timberidge Drive - 100 SF

- Clearwater Drive - 40 SF
- Park Ridge Drive - 36 SF
- Woodhaven - 176 SF
- Forest Park - 188 SF
- Rosewood Circle - 68 SF
- Sunset Drive - 312 SF
- Manor Lane - 44 SF
- Augusta Place - 55 SF
- N National Drive - 55 SF
- Claret - 32 SF
- National Drive - 30 SF (ADA Ramp)

The selection process is driven by a field evaluation of known locations that have failed and have not been replaced previously, along with planned resurfacing. The focus on areas being resurfaced is to protect the newly completed surface and provide an ideal joint to pave along which extends the life of the pavement. The other focus is on replacing curbs that have failed under a "worst-first" approach.

INCO USA has previously performed contract work for the city under the 2025 Curb & Gutter and Sidewalk replacement program.

This project received five bids for this project and INCO USA was selected as the lowest and best qualified bid at \$163,372.25. Depending upon the Committee's recommendation, a resolution awarding the bid and associated construction contract will be submitted to the Board of Alderment for approval. The initial draft of the contract is attached.

The engineer's estimate for this project was \$181,858.56.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities

BUDGET IMPACT:

The Use Tax Fund includes \$180,000 for Curb & Sidewalk Replacement Program in the line item 48-520-04-90-00 on page 58 of the 2026 Budget.

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 approval of a contract with INCO USA for the 2026 Curb & Sidewalk Replacement Program.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen award the bid and associated contract for the 2026 Curb & Sidewalk Replacement Program INCO USA in the amount of \$163,732.25.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Contract



2026 CURB & SIDEWALK PROGRAM

BID OPENING - JULY 21, 2026 AT 3:00 PM

				FREEMAN CONCRETE		GOINS ENTERPRISE		ENGINEER'S ESTIMATE
Line Item		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
1	CG-1 Concrete Curb & Gutter Removal & Replacement (High Back)	703	LF	\$ 111.00	\$ 78,033.00	\$ 185.00	\$ 130,055.00	
2	CG-2 Concrete Curb & Gutter Removal & Replacement (Roll Back)	1550	LF	\$ 104.00	\$ 161,200.00	\$ 190.00	\$ 294,500.00	
3	Concrete Sidewalk Removal & Replacement (4")	1106	SF	\$ 26.00	\$ 28,756.00	\$ 54.00	\$ 59,724.00	
4	Concrete ADA Ramps & Landings (6")	30	SF	\$ 142.00	\$ 4,260.00	\$ 59.00	\$ 1,770.00	
TOTAL BID					\$ 272,249.00		\$ 486,049.00	\$ 181,858.56

				TENOCCH CONSTRUCT		TERRY SNELLING	
Line Item		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	CG-1 Concrete Curb & Gutter Removal & Replacement (High Back)	703	LF	\$ 65.75	\$ 46,222.25	\$ 92.00	\$ 64,676.00
2	CG-2 Concrete Curb & Gutter Removal & Replacement (Roll Back)	1550	LF	\$ 65.75	\$ 101,912.50	\$ 66.00	\$ 102,300.00
3	Concrete Sidewalk Removal & Replacement (4")	1106	SF	\$ 15.85	\$ 17,530.10	\$ 23.00	\$ 25,438.00
4	Concrete ADA Ramps & Landings (6")	30	SF	\$ 40.00	\$ 1,200.00	\$ 80.00	\$ 2,400.00
TOTAL BID					\$ 166,864.85		\$ 194,814.00

				INCO USA	As Read at Bid	Revised due to Error	Difference Per Line Item
Line Item		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	
1	CG-1 Concrete Curb & Gutter Removal & Replacement (High Back)	703	LF	\$ 64.47	\$ 45,325.92	\$ 45,322.41	\$ (3.51)
2	CG-2 Concrete Curb & Gutter Removal & Replacement (Roll Back)	1550	LF	\$ 66.63	\$ 103,276.98	\$ 103,276.50	\$ (0.48)
3	Concrete Sidewalk Removal & Replacement (4")	1106	SF	\$ 13.09	\$ 14,472.99	\$ 14,477.54	\$ 4.55
4	Concrete ADA Ramps & Landings (6")	30	SF	\$ 21.86	\$ 655.83	\$ 655.80	\$ (0.03)
Total Bid					\$ 163,731.73	\$ 163,732.25	\$ 0.52

APPARENT LOW BIDDER

City of Parkville, Missouri

AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR **2026 CURB & SIDEWALK REPAIR PROGRAM**

This agreement is made and entered into this _____ day of _____, 20____, by and between the City of Parkville, Missouri, (hereinafter the "City") and

INCO USA,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,

Description	Units	Unit Price	Total Price
CG-1 Concrete Curb & Gutter Removal & Replacement (High Back)	703 LF	\$ 64.47	\$ 45,322.41
CG-2 Concrete Curb & Gutter Removal & Replacement (Roll Back)	1550 LF	\$ 66.63	\$ 103,276.50
Concrete Sidewalk Removal & Replacement (4")	1106 SF	\$ 13.09	\$ 14,477.54
Concrete ADA Ramps & Landings (6")	30 SF	\$ 21.86	\$ 655.80

Project Total \$ 163,732.25

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 90 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be KCMMB 4K (4000psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Concrete Caulk (MP1) shall be applied on all expansion joints where the curb meets the driveway.

All work shall conform to ADA standards if and where applicable.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

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 therefore, the sum of

One hundred sixty three thousand seven hundred thirty two DOLLARS and 25/100
(\$ 163,732.25) (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 90 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 \$500.00 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 and Payment 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	Scope of Project
Exhibit D	Not Applicable
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 if Project Total Exceeds \$75,000
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 and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
Dean Katerndahl, Mayor

ATTEST:

Melissa Bazert, City Clerk

Contractor

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.)

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, and 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 for Project Total Exceeding \$75,000

- (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 whosoever 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 subcontractor's 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 any 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 worker's 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. (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. (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:
 - c. (a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - d. (b) failure of the Work to comply with the requirements of the Contract Documents; or
 - e. (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 therefore 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)

Exhibit B-3

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: _____

By: _____

Name: _____

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

Principal: _____

By: _____

Name: _____

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

There are no plans prepared for this project. The scope includes:

Material & Construction Specifications:

703 lineal feet of CG-1 Curb & Gutter Removal and Replacement
1550 lineal feet of CG-2 Curb & Gutter Removal and Replacement
1106 square feet of Concrete Sidewalk Removal and Replacement (4")
30 square feet of Concrete ADA Ramp Removal and Replacement (6")

Work Timeframe: The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a **90 calendar day project from Notice to Proceed.**

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be KCMMB 4K (4000psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Concrete Caulk (MP1) shall be applied on all expansion joints where the curb meets the driveway.

All work shall conform to ADA standards if and where applicable.

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

Areas for Curb Replacement:

PROPOSED PROJECT AREAS

Areas may be adjusted in the field by the Public Works Department.

Summary of Quantities for Curb & Gutter		
Address	Qty of CG-1 (LF)	Qty of CG-2 (LF)
Lewis St E (Nick & Jakes to Frame Gallery)	152	
Lewis St W (Cuts by the River)	15	
63rd St (Go Carwash)	132	
7807 - 7809 Rosewood Cir		59
6070 Southlake		60
6069 Southlake		60
6050 Southlake		25
5829 Manor Ln		8
5819 Manor Ln		19
5814 Manor Ln		56
5836 Manor Dr		34
7901 Park View Dr		52
7906 Park View Dr		26
8012 Forest Park Dr		169
8011 Forest Park Dr		24
8015 Forest Park Dr		22
8019 Forest Park Dr		63
8101 Forest Park Dr		52
8105 Forest Park Dr		125
8106 Forest Park Dr		35
8107 Forest Park Dr		49
8108 Forest Park Dr		52
8109 Forest Park Dr		31
8113 Forest Park Dr		21
8116-8120 Forest Park Dr		237
8124 Forest Park Dr		17
8125 Forest Park Dr		106
8126 Forest Park Dr		20
8136 Forest Park Dr		103
5897 S National Dr	8	
5859 S National Dr	16	
5401 Fox Hill	110	
5405 Fox Hill	115	25
Bluffs Ln	155	
Total	703	1550

Summary of Quantities Sidewalk / ADA Ramps		
Address	Qty of SW R&R (SF)	Qty of ADA Ramp R&R (SF)
6115 Timberidge Dr	64	
8028 Timberidge Dr	36	
8033 Clearwater Dr	40	
8005 Park Ridge Dr	36	
5508 Woodhaven	32	
5502 Woodhaven	144	
8008-8012 Forest Park	188	
7810 Rosewood Cir	68	
7816 NW Sunset Dr	312	
5816 Manor Ln	44	
6424 Augusta Pl	55	
6422 N National Dr	55	
6533 Claret	32	
6113 National Dr		30
Total	1106	30

Exhibit D

Identification of Specification Book by date, including all addenda thereto

There are no specifications prepared for this project.
See Exhibit C for scope of work.

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

To be provided at award of contract.

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, and 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 failed 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 _____, 20__

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 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 _____, 20__

My Commission Expires:

Notary Public

EXHIBIT J-1

(APPLICABLE MISSOURI PREVAILING WAGE RATES)

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 33

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

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2026

Last Date Objections May Be Filed: April 9, 2026

Prepared by Missouri Department of Labor and Industrial Relations

PLATTE COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.71
Boilermaker	\$34.54*
Bricklayer - Stone Mason	\$66.24
Carpenter	\$67.86
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$59.77
Plasterer	
Communication Technician	\$71.54
Electrician (Inside Wireman)	\$78.72
Electrician (Outside Lineman)	\$71.09
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$34.54*
Glazier	\$34.54*
Iron Worker	\$73.25
Laborer	\$54.55
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$57.87
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$68.42
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	\$54.44
Plumber	\$84.67
Pipe Fitter	
Roofer/WaterProofer	\$62.63
Sheet Metal Worker	\$81.43
Sprinkler Fitter - Fire Protection	\$72.86
Truck Driver	\$34.54*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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	\$67.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$34.54*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	\$53.72
Laborer - General	
Laborer - Skilled	
Operating Engineer	\$63.01
Oiler-Driver	
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	\$53.60
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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 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.

ANNUAL WAGE ORDER NO. 33

03/26

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.

(Prevailing Wage Reporting Form)

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

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:
Contractor/Subcontractor/

BAILEE:

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.

<u>QUANTITY</u>	<u>DESCRIPTION OF ITEM</u>
-----------------	----------------------------

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 _____

BY _____

DATE OF ISSUANCE _____

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: July 16, 2026

Prepared By:

Stephen Lachky, Community Development
Director
Brittanie Propes, Parks & Recreation Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Receive information on the city's park land dedication requirements

BACKGROUND:

On March 15, 1988, the Board of Aldermen adopted Ordinance No. 1027, incorporating park land dedication requirements into its subdivision standards. For over 38 years, the city has used this formula and fee structure for calculating park land dedication as part of new residential subdivision developments, which are contained within Parkville Municipal Code, Section 404.020, Subsection H.:

Park Land Dedication.

1. *Dedication.* Subdivision plats shall show dedication of land for park uses at locations designated in the comprehensive plan, or the official parks plan adopted by the Board of Aldermen, or as otherwise determined through the plat review process and applying the Open and Civic Space standards in this Section. When the required dedication is less than four acres, the Board may require the open space to be located at a suitable place at the periphery of the subdivision, so a more usable tract will result when additional open space is obtained when adjacent land is subdivided. In all cases, the developer will dedicate such approved park land to the City of Parkville as a condition of final subdivision approval, and shown on an approved final plat as "dedicated to Parkville, Missouri for park and recreation purposes.

2. *Required Area.* The required area of the dedication shall be based on the number of dwelling units and the acres per person formula as follows:

- a. Detached Houses: Number of units x 3.7 persons per unit x 0.006 acres.
- b. Duplexes: Number of units x 3 persons per unit x 0.006 acres.
- c. Multi-unit Buildings: Number of units x 2 persons per unit x 0.006 acres.

3. *Cash in Lieu of Land Dedication.*

- a. If the applicant and the Board are unable to agree upon the location of the land to be dedicated, then as a condition of final subdivision approval, the Board may choose to accept payment of cash in lieu of park land.
- b. If the required dedication is less than two acres, then the City at its option elected at any time prior to the approval of the preliminary plat as a condition, or the applicant prior to approval of final plat, may choose to accept payment of cash in lieu of park land.
- c. When the payment of cash in lieu of dedicating open space is approved, the applicant shall deposit with the City Treasurer a cash payment without recourse or the right of recovery prior to recording the subdivision plat. The amount shall be the required dedication multiplied by seven thousand dollars (\$7,000.00) per acre, less a credit that any land actually dedicated for park purposes. The funds shall be used for the acquisition, development or improvement of a public park as determined solely by the Board.

4. *Private Development and Operation of Park-Recreational Open Space.* The applicant may comply with the requirements of this Subsection by providing an area equal or greater than the required area as private open space meeting the standards and criteria of this Section 404.020, including legal review of the Ownership and Management arrangements of 404.020.G.

5. *Additional Recreational Reservations.* The provisions of this Section are minimum standards. None of the Subsections above shall be construed as prohibiting a developer from dedicating or reserving other land for recreation purposes in addition to the requirements of this Section.

In 2016, the Community Development Department conducted its *Development Code Update* project. At the time, our project consultant (Chris Brewster, Multistudio), who's both a certified planner and attorney, recommended the city to have a consultant research park land dedication fees and use it as a basis for updating our requirements via a text amendment to our Development Code.

On April 28-29, 2026, the Board of Aldermen held its annual Strategic Retreat. During review of the city's strategic priority of "Quality Development", the group discussed an objective of reviewing our current park land dedication fees to ensure they [fees] are competitive and align with regional standards. Thereafter, staff reached out to Renaissance Infrastructure Consulting (RIC) — one of the city's on-call planning consultants — to provide research on park land dedication fees and present the findings to our Board of Aldermen for discussion via a work authorization per our Professional Services Agreement with them (dated October 3, 2023). RIC has finished their research and has prepared a report for the city (see Attachment 1).

STRATEGIC GOAL(S):

Parks & Recreation
Quality Development

BUDGET IMPACT:

There is no budget impact at this time, as information is being presented. Should a formal text amendment to this Development Code requirement be proposed in the future, the city would expect to receive additional revenues over time.

ALTERNATIVES:

1. Receive information from staff and provide comments/feedback.
2. Provide suggestions for staff prior to presenting this research to the Board of Aldermen.
3. Table the discussion.

STAFF RECOMMENDATION:

Staff recommend that the Finance Committee provide comments/feedback to staff.

POLICY:

No action is requested currently. Staff are seeking feedback from the Finance Committee regarding RIC's research.

SUGGESTED MOTION:

As this is a non-action item / staff update, no motion is necessary. This information will also be presented to the Board of Aldermen on August 18, 2026, via a work session.

ATTACHMENTS:

1. 1. RIC Parkland Dedication Report 2026-07-06

July 06, 2026

Brittanie Propes
Parks & Recreation Director
City of Parkville
8880 Clark Ave.
Parkville, MO 64152

Re: **Parkland Dedication – Fee in Lieu of Dedication**

Ms. Propes:

RIC has been contracted by the City of Parkville to research the topic of parkland dedication fee in-lieu practices and provide guidance for potential updates to the City's Development Code. Research was conducted on Kansas City metropolitan municipalities, regional municipalities, and national parks and recreation guidance to evaluate common methodologies used for calculating parkland dedication in-lieu payments.

The review found that most communities determine fee amounts based on the parkland demand generated by residential development through one or more of the following:

- Application of a standardized per-dwelling fee
- Calculation of fees based on current parkland acquisition values
- Use of park impact fee methodologies tied to projected population generation and park service demand

The findings summarized in this report provide context for evaluating Parkville's current parkland dedication requirement and establishing a framework for potential updates to the Development Code. The report outlines the purpose of the study, summarizes peer community practices, and identifies key considerations and recommendations for the future implementation.

Existing Process

The City of Parkville currently requires residential developments to dedicate parkland or provide a fee in-lieu payment to help offset the increased demand for parks and recreation facilities generated by new development. Under the current policy, developments are required to dedicate a minimum amount of parkland based on the projected population generated by the proposed residential units. When land dedication is not provided, a fee-in-lieu payment at a flat rate of \$7,000 per acre of required parkland is paid to the city by the developer.

The required parkland dedication area is currently calculated using the following methodology:

- Detached Houses: Number of units x 3.7 persons per unit x 0.006 acres.
- Duplexes: Number of units x 3 persons per unit x 0.006 acres.
- Multi-unit Buildings: Number of units x 2 persons per unit x 0.006 acres.

This methodology was adopted by the City of Parkville through Ordinance No. 1027 on March 15, 1988. While the framework has provided a consistent approach for several decades, the fee structure and calculation methodology have remained largely unchanged despite significant changes in land values, development patterns, construction costs, and park system needs over time.

As a result, the City contracted RIC to evaluate current parkland dedication and fee-in-lieu practices utilized by peer

communities and national organizations to determine whether updates to the Development Code may be appropriate.

Existing Practices by Other Communities

To better understand current practices related to parkland dedication and fee-in-lieu requirements, RIC conducted a comparative review of municipalities throughout the Kansas City metropolitan area, some surrounding regional municipalities, and other comparable jurisdictions. The review focused on identifying how communities establish parkland dedication requirements, calculate fee-in-lieu payments, administer collected funds, and update fee structures over time. Particular attention was given to methodologies tied to residential density, projected population generation, land acquisition value, and standardized fee schedules. Table 1 below summarizes the primary parkland dedication and fee-in-lieu approaches identified during the research process and provides comparison of the varying methods between municipalities.

Table 1 – Parkland Dedication and Fee-In-Lieu Comparison

Jurisdiction	Parkland Requirement	Fee In-Lieu Allowed	Fee Basis/Notes
Kansas City, MO	Population Growth Calculation: <u>Detached Houses</u> 3.7 People x Units x 0.006 acres <u>Semi-Attached Houses</u> 3 People x Units x 0.006 acres <u>Multi-Unit Buildings</u> 2 People x Units x 0.006 acres	Yes	The fee is calculated using the average price per acre the City paid for parkland acquisitions of 49 acres or less during the previous five calendar years, excluding any land acquired through gifts. Funds collected must be spent within 15 years of payment on improvements generally within 3 miles of the subdivision. Developers receive credit for prior dedications or payments, and the required dedication or fee must be satisfied before final plat is recorded. (Amended 2022) (2025 Rate: \$20,065.67 per acre)
Overland Park, KS	Required Common Open Space Area: <u>Net Site Less Than 3 acres</u> No Min <u>Net Site Greater Than 3 Acres</u> 10-15% Minimum *Depending on zone district	No	Whenever a proposed subdivision contains land which is included as a part of the City's Greenway Linkages Plan the dedication of such land or an appropriate easement across such land may be required as a condition of plat approval. Such dedication or easement shall be consistent with the Greenway Linkages Plan, granted by the subdivider without charge to the City. (Amended 2002)
Olathe, KS	Standardized per Dwelling Fee & SF Fee Park Excise Tax: <u>Residential Development</u> \$520 per dwelling unit <u>Commercial Development</u> \$0.13 per SF of Gross Floor Area <u>Industrial Development</u> \$0.07 per SF Gross Floor Area	Yes	Revenue from single-family and duplex units goes into the Neighborhood Park Fund and multi-family/commercial funds go into the General Park Fund. Funds are used for neighborhood parks, parkland acquisition, open space, trail development, park improvements, and recreation facilities. (Amended 2006)

Lenexa, KS	<u>Standardized per Dwelling Fee & SF Fee:</u> <u>Residential Development</u> \$633 per dwelling unit <u>Non-Residential Development</u> \$0.1666 per SF	Yes	Residential properties with more than one unit are charged 1 EDU (Equivalent Dwelling Unit) per unit. For non-residential properties, the fee is calculated by multiplying the EDU rate by the building's square footage and dividing by 3,800 sq ft (one EDU). These impact fees fund parks, trails, recreation facilities, and future park improvements. (Amended 2005)
Riverside, MO	<u>Required Common Open Space Area:</u> 10% of the total site area must be open	No	At least 10% of the site must be set aside as common open space for active or passive recreation. The space should be usable and preferably centrally located within the neighborhood. It can include amenities like pools, tennis courts, and playgrounds. It cannot be placed within required setbacks or counted toward them. (Amended 2006)
Smithville, MO	<u>Population Growth Calculation:</u> The population growth is project specific and is decided by Smithville's Board of Aldermen for each project. <u>Residential Example</u> Units x 3.10 people x 0.02 acres	Yes	The developers can earn credit for creating suitable parkland into their property and also pay the fee for the remaining amount. Dwelling unit shall be counted as one for a single-family residence, two for a duplex structure, etc. Each dwelling unit shall be assessed a fee of \$625 (Amended 2014)
Lee's Summit, MO	<u>Standardized per Dwelling Fee & SF Fee:</u> <u>Residential</u> \$250 per bedroom up to 4 per unit <u>Non-Residential</u> \$0.20 per gross SF	Yes	Park impact fees include Fee per bedroom, per dwelling unit, to maximum of four (4) bedrooms per dwelling unit, for structures or portions of structures that contain residential uses; Apartments: the fee applies to each apartment, i.e. dwelling unit, within an apartment complex or each dwelling unit of a duplex, four flex, etc.; and Fee per square-foot of gross floor area for structures or portions of structures that contain non-residential uses (Amended 2025)

Liberty, MO	Population Growth Calculation: <u>Residential</u> 2.6 people x units x 0.01 acres	Yes	Fees in lieu of required parkland dedication shall be paid at a rate of \$12,000 per acre of required parkland. If the applicant disputes the fee, the land value shall be determined by a mutually agreed-upon appraiser or, if no agreement can be reached, by a three-member appraisal commission appointed by the applicant and the City. The majority decision of the commission shall be binding, and the applicant shall be responsible for all reasonable appraisal costs. (Amended 2005)
Raymore, MO	Population Growth Calculation: <u>Residential</u> Units x 2.85 people x 0.02 acres	Yes	The fee in lieu of parkland dedication shall be the greater of ten thousand dollars (\$10,000) per acre or the actual purchase price paid per acre for the land that would otherwise be dedicated. For example, if the land was purchased for \$20,000 per acre, the fee in lieu of dedication would be \$20,000 per acre. The actual purchase price of the property shall be reported to the City at the time the application is submitted. Additionally, provisions should be included to allow developers to receive credit for partial parkland dedications, thereby reducing the corresponding fee-in-lieu obligation. (Amended 2017)
Independence, MO	NA	No	According to the building Standards, the minimum % of open space for the entire site is 30%.
Platte City, MO	Population Growth Calculation: <u>Single Family Homes</u> Lots x 2.85 people x 1.25/1000 <u>Two-Family Homes</u> Lots x 2 Units x 2.30 people <u>Multifamily Homes</u> Total units x 2.0 people	Yes	Based upon the amount of park land required to be dedicated as determined by these regulations, the developer shall pay \$75,000 per acre of required parkland. Park fee contribution in lieu of land dedication is due and payable at the time of final plat approval by the Board of Aldermen. (Amended 2000)
Blue Springs, MO	NA	No	0-15% required green space depending on what zone the development is located within. All projects greater than 5 acres must provide an open space system.

Grandview, MO	Standardized per Dwelling Fee: <u>Single Family</u> 5% of total land <u>Two-Family</u> 7.5% of total land <u>Multifamily</u> 10% of total land	Yes	When land dedication is impractical due to size, location or other factors, the subdivider may pay a fee in lieu of land dedication. The fee is \$200 per bedroom and goes up to a max of \$800 per unit. (Amended 2025)
Ankeny, IA	Total Area Percentage: 5-10% of total land area based on the developments zoning	Yes	Fee-in-lieu payments are calculated based on the fair market value of the parkland that would otherwise be dedicated. The City determines this value using the average per-acre value of the development and the amount of land required for dedication. City staff annually review undeveloped land sales and market data within and around the City to establish an average per-acre land value, which is then recommended to the City Council for approval. (Amended 2024)
Papillion, NE	Population Growth Calculation: 0.02 acres per single-family dwelling 0.01 acres per other residential dwelling 0.005 acres per nonresidential lot	Yes	If the City determines that an off-site park location is preferable, the developer may instead pay a fee-in-lieu based on the acquisition cost of the required parkland acreage, calculated using either the property's purchase price or an appraised land value. The fee must be paid before building permits are issued. (Amended 2025)
Naperville, IL	Population Growth Calculation: 8.6 acres per 1,000 residents	Yes	The City sets standard per-acre value of \$323,600 per acre for park sites which are used unless the developer formally objects and provides justification through the established review process. (Amended 2022)

Franklin, TN	Standardized per Dwelling Fee: \$5,268 per Dwelling Unit Increases by up to 5% annually in March	Yes	(Amount of Parkland Dedicated or set-aside x Cost of 1 Acre of Land) Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. The value of the Parkland Dedication in lieu of Parkland Impact Fee Offset that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 acre of land located outside floodplain: \$62,121.00 Cost of 1 acre of land located inside floodplain: \$45,757.00 Offsets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks in the quadrant in which the fee was collected. (Amended 2025)
Fayetteville, AR	Standardized per Dwelling Fee: 0.023 acres of land for each single-family 0.020 acres of land for each multi-family dwelling unit	Yes	Single family \$1,089/unit Multifamily \$952/unit *Based on \$47,130.00 per acre. (Amended 2026)
Sand Springs, OK	Standardized per Dwelling Fee: 1 acre per 100 dwelling units or 5% of the total subdivision area (whichever is larger)	Yes	The Park and Recreation Fee in Sand Springs is assessed based on housing type, with single-family homes paying \$300 per unit if amenities are provided or \$500 if not, duplex units paying \$500 per dwelling unit, and multi-family units and mobile homes assessed at \$250 per unit or lot. For mobile home developments, the fee must be paid at the plating stage before the final plat is signed and recorded. The total fee is calculated by the City's Building Inspector based on submitted building permit plans, and if the developer disagrees with the determination, they may appeal the decision to the Board of Adjustment. (Amended 2022)

National Recreation and Parks Association (NRPA)	NA	No	The typical park and recreation agency offers one park for every 2,437 residents served, with 10 acres of parkland per 1,000 residents. NRPA does not have any mandatory dedication or fees, NRPA works more as an advocate for parks and recreation.
Missouri Parks and Recreation Association (MPRA)	NA	No	MPRA's legislative priorities support improving open space, expanding recreation opportunities, stewardship of natural resources, and preservation of public recreation lands.
Kansas Recreation and Park Association (KRPA)	NA	No	Kansas parks-related agencies and associations may provide planning assistance, grant funding guidance, recreation system planning support, and general best practices for park development.

The comparative review helped determine that the most utilized methodologies for calculating parkland dedication fee-in-lieu payments are either population growth-based calculations or standardized fee structures tied directly to the scale of development. Communities utilizing population growth methodologies typically estimate the number of future residents generated by a development and calculate the required parkland acreage and fee contribution based on the projected recreational demand. Others simplify the process using the standardized fees based on dwelling units, bedrooms, lot counts, or building square footage. Appendix A includes a comparison table illustrating the parkland dedication requirements for a sample development consisting of 50 single-family residential lots in municipalities that utilize a population growth-based calculation methodology.

The University of Missouri Extension also publishes the Missouri Farmland Values Opinion Survey, which provides estimated per-acre land values for different regions of Missouri. The survey's Urban Area region includes Platte, Clay, and Jackson Counties. The most recent survey containing data for this region, published in 2024, reported an estimated value of \$11,750 per acre for average cropland. Although these estimates reflect agricultural land values rather than the market value of developable land, they offer a publicly available regional benchmark that may provide insight into the potential cost of acquiring future parkland. This value can also be directly tied to much of the development that occurs because oftentimes, developments are purchasing agricultural lands for the development.

Recommendations

Following completion of the comparative review, RIC believes the most appropriate methodology for the City of Parkville is to continue utilizing a parkland dedication fee-in-lieu program based on the projected population growth generated by new residential development. This approach establishes a direct relationship between development intensity and the anticipated demand placed on the City's parks and recreational facilities.

RIC recommends increasing the current parkland dedication requirement from 0.006 acres to 0.01 acres per estimated resident generated by a development. Based on the comparative review conducted as part of this study, the existing requirement is lower than the standards utilized by many of the peer communities evaluated.

In addition, RIC recommends revising the current fee structure from the existing flat rate of \$7,000 per acre to a

methodology more closely aligned with that of Raymore, Missouri. Under this approach, fee-in-lieu payments would be based on the actual purchase price of the land required for dedication or a minimum fee of \$12,000 per acre, whichever amount is greater. The recommended minimum fee of \$12,000 per acre is based on the 2024 University of Missouri Extension Missouri Farmland Values Opinion Survey (Appendix B), which identified an average farmland value of \$11,750 per acre within the Urban Region, including Platte, Clay, and Jackson Counties. For ease of administration and implementation, this value has been rounded to \$12,000 per acre. To ensure the fee remains reflective of prevailing land values and continues to provide adequate support for future park acquisition needs, RIC further recommends that the minimum fee be reviewed and updated at regular intervals not to exceed five years.

While Parkville's existing framework remains generally consistent with industry practices, revisions to the fee structure and calculation methodology may help ensure that future fee contributions more accurately reflect current land values, park development costs, and the long-term recreational needs of the community. Table 2 below summarizes the recommended updates and proposed restructuring of Parkville's parkland dedication fee-in-lieu payment program.

Table 2 – RIC's Recommendation

	Old	New
Minimum Area Calculation	<u>Detached Homes</u> # of units x 3.7 people per unit x 0.006 acres/person <u>Duplexes</u> # of units x 3 people per unit x 0.006 acres/person <u>Multi-Unit Building</u> # of units x 2 people per unit x 0.006 acres/person	<u>Detached Homes</u> # of units x 3.7 people per unit x 0.01 acres/person <u>Duplexes</u> # of units x 3 people per unit x 0.01 acres/person <u>Multi-Unit Building</u> # of units x 2 people per unit x 0.01 acres/person
Fee-in-lieu Payment	\$7,000 per acre of parkland dedication	The actual purchase price per acre of land being developed or a minimum fee of \$12,000 per acre, whichever is greater.

RIC appreciates the opportunity to assist the City of Parkville with this evaluation and remains available to provide any additional information, clarification, or discussion regarding the findings and recommendations contained within this report.

RENAISSANCE INFRASTRUCTURE CONSULTING



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APPENDIX A: Population Growth-Based Parkland Dedication Comparison Table

The table below compares surrounding communities that use the Population Growth Calculation method to determine parkland dedication requirements. To provide a consistent basis for comparison, each community's requirements are evaluated using a hypothetical 50-lot single-family residential development.

City	Acreage of Parkland Required	Parkland Fee
Parkville, MO (Old)	1.11	\$7,770.00
Parkville, MO (New)	1.85	\$22,200.00
Kansas City, MO	1.11	\$22,272.89
Liberty, MO	1.3	\$15,600.00
Raymore, MO	2.85	\$28,500.00
Platte City, MO	0.18	\$13,359.38

APPENDIX B: Missouri Farmland Values Opinion Survey

Missouri Farmland Values Opinion Survey

In Missouri, land sale prices are not required to be reported to any government or public agency. In turn, it is challenging to understand current prices and forward-looking projections for the state's farmland values. This report summarizes results from a web-based survey conducted by the University of Missouri Extension Agricultural Business and Policy program, which aims to provide insight into perceived changes in land values across Missouri's farmland market. This information supplements state-level estimates published by the U.S. Department of Agriculture (USDA) National Agricultural Statistics Service (NASS).

The most recent survey was conducted in July 2024 and collected 263 responses. Of the 263 respondents,

29% were farmers or landowners, 18% were lenders, 8% were farm managers, 4% were government employees, 4% were appraisers and 41% were from other occupations. Each respondent was invited to report land values for cropland, pastureland, timberland and hunting/recreation land for up to three counties, based on their knowledge of a sales transaction that occurred in the previous 12 months. The survey captured 1,035 land value observations.

USDA Agricultural Statistics District (ASD) boundaries were used to aggregate the data, capturing variation in geography, climate and cropping practices. This categorization divides Missouri into nine regions: Northwest, North Central, Northeast, West, Central, East, Southwest, South Central, and Southeast.

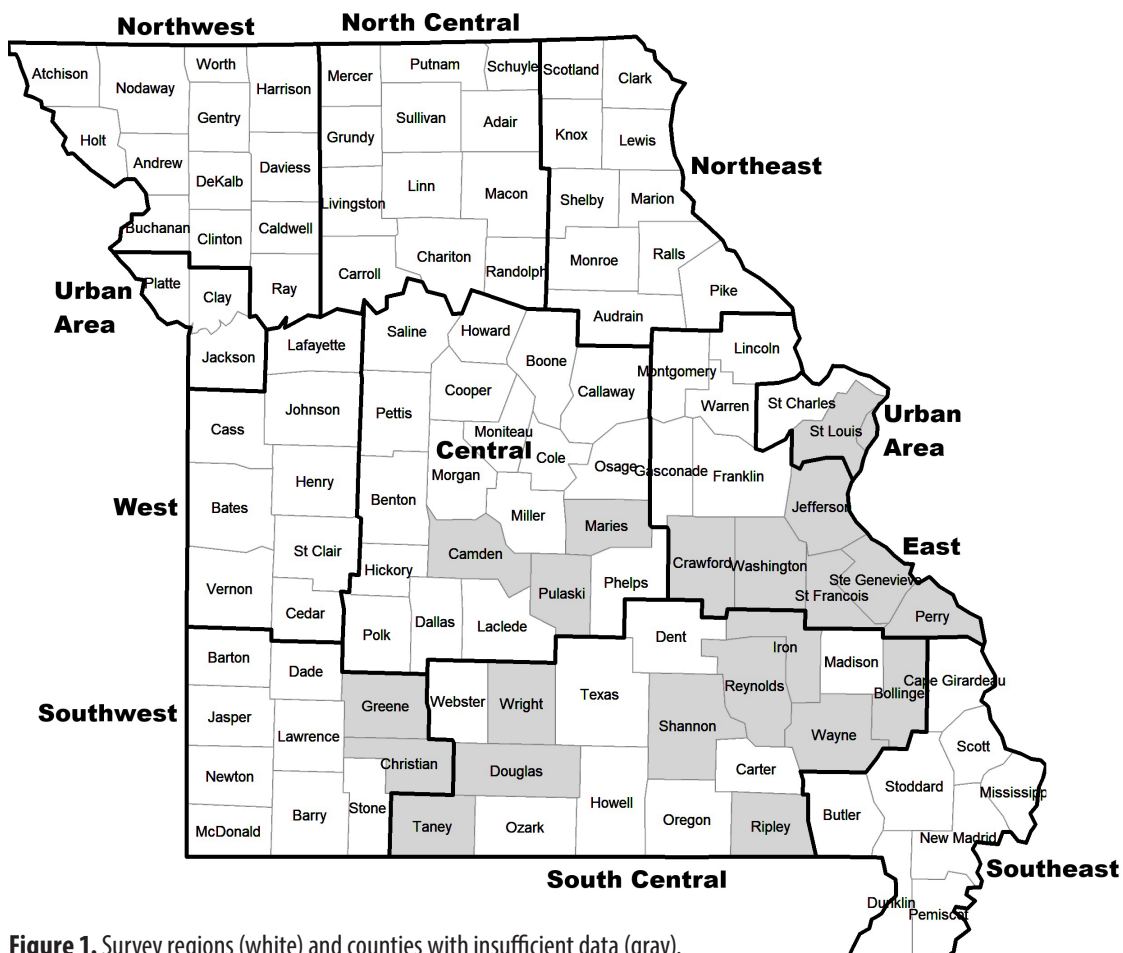


Figure 1. Survey regions (white) and counties with insufficient data (gray).

East, Southwest, South Central and Southeast. A tenth region was created for the state’s urban areas, comprising Clay, Jackson, Platte, St. Charles and St. Louis counties. Figure 1 denotes the regions with dark borders. Counties in gray indicate areas where no survey responses were collected, preventing the survey authors from reporting on farmland value opinions.

Average value of land

Respondents were asked to provide estimates of land values for three classes of cropland and pastureland (good, average, poor), irrigated cropland, timberland (with valuable trees), and hunting/recreation land (with little productive agricultural value but desirable aesthetic qualities). “Good” land is defined as land with yields more than 10% above the county average; “poor” land is defined as land with yields more than 10% below the county average.

Table 1 reports farmland values (in dollars per acre) at the state and regional levels, based on the 2024 Missouri farmland values opinion survey data. The table also

displays percentage changes in reported statewide values from 2023 to 2024. In Missouri, the average value of “good” nonirrigated cropland was \$8,524 per acre, a \$107 decrease (–1.2%) from 2023. The average statewide value of “average” nonirrigated cropland was \$6,996 per acre, a 0.7% increase. Irrigated cropland was reported at a statewide average of \$10,124 per acre, up \$445 per acre (4.6%) from 2023. “Good” pastureland was estimated at \$5,687 per acre statewide, up \$547 (11%) from 2023 estimates. The statewide average for timberland was up \$526 to \$4,520 per acre and for hunting/recreation land was up \$327 to \$4,710 per acre.

The results suggest land values tend to be highest in urban areas and lowest in the Southwest and South Central regions. Timberland and “poor” pastureland had the largest statewide increase (13%), followed by “good” and “average” pastureland, both with 11% increases. Based on observations collected in 2024, cropland values were flat compared to the 2022–2023 survey. It should be noted that the averages may be impacted by year-to-year changes in geographic response rates.

Table 1. Farmland values (dollars per acre) based on 2024 Missouri Farmland Opinion Survey.

	Cropland				Pastureland			Timberland	Hunting or recreation land
	Irrigated	Good	Average	Poor	Good	Average	Poor	Average	Average
State									
State average	10,124	8,524	6,996	5,556	5,687	5,043	4,344	4,520	4,710
Percent increase from last year	4.6%	–1.2%	0.7%	0.5%	11%	11%	13%	13%	7.5%
Region									
Northwest	11,037	8,915	6,874	5,244	5,409	4,735	3,995	4,401	4,602
North Central	10,333	8,167	6,135	5,013	4,663	4,400	3,689	3,839	4,046
Northeast	12,833	9,912	7,906	6,396	6,415	5,756	5,017	4,780	5,218
West	8,933	8,202	7,140	6,048	6,215	5,444	4,817	4,344	4,514
Central	9,636	7,863	6,830	5,422	5,848	5,254	4,432	4,680	4,415
East	11,689	10,988	9,249	7,253	7,056	5,999	5,533	6,157	6,981
Southwest	5,531	5,650	4,563	3,906	4,320	3,883	3,688	3,300	3,530
South Central	6,688	6,194	5,203	4,219	4,547	3,776	3,181	3,741	3,525
Southeast	10,658	9,694	8,094	5,583	5,625	4,950	3,860	4,010	3,870
Urban Area	22,833	13,833	11,750	9,625	9,389	8,556	7,278	8,417	10,517

Who bought and sold farmland in the past 12 months?

Survey respondents were asked for their opinion on who bought and sold farmland in Missouri, based on their experience and observations. Respondents could choose from six listed choices of buyers.

Responses suggested a split in buyers of Missouri farmland (Table 2). Local farmers were believed to account for 21% to 45% of buyers across the state of Missouri, whereas investors accounted for 23% to 38%,

followed by recreational land and lifestyle buyers at 10% to 31%. New farmers and institutions were believed to account for less than 17% of buyers.

In a follow-up question, survey respondents were provided a list of four options and asked their opinion about the buyer's plan for the land (Table 3). Respondents felt that at least 30% of the buyers who purchased land in Missouri planned to farm the land themselves, 30% to 46% planned to use it for nonfarming purposes (includes hunting, recreation, development

Table 2. Types of Missouri farmland buyers in the past 12 months.

Region	Local farmers	Relocating farmers	New farmers	Investors	Institutions	Recreational land and lifestyle buyers
Northwest	35%	1%	10%	23%	4%	28%
North Central	35%	2%	5%	31%	0%	27%
Northeast	36%	5%	2%	25%	0%	31%
West	38%	0%	0%	31%	2%	29%
Central	36%	1%	8%	26%	2%	27%
East	28%	3%	5%	28%	10%	25%
Southwest	21%	14%	7%	29%	0%	29%
South Central	30%	12%	12%	21%	0%	26%
Southeast	45%	3%	3%	21%	17%	10%
Urban Area	25%	0%	0%	38%	13%	25%

Table 3. Buyers' plans for purchased Missouri farmland.

Region	Operate the farm themselves	Rent out the land	Develop renewable energy (solar and wind)	Use for hunting and recreational purpose
Northwest	39%	25%	5%	31%
North Central	39%	32%	1%	27%
Northeast	44%	27%	0%	29%
West	42%	21%	5%	32%
Central	45%	20%	1%	34%
East	32%	28%	10%	30%
Southwest	26%	30%	9%	35%
South Central	46%	4%	4%	46%
Southeast	55%	32%	0%	14%
Urban Area	36%	36%	7%	21%

and other uses), and about 20% to 30% planned to rent out the land. In the East and Southwest regions, 10% of buyers planned to develop renewable energy such as solar and wind.

Surveyed participants were also asked their opinion on who sold farmland in the previous 12 months and were allowed to select from five types of sellers. On average, 30% to 52% of sellers were retired farmers across the state of Missouri except for urban areas. Of observed farmland sales, 30% to 60% were thought to have originated from estate sales, 10% to 20% from

investors, and less than 25% from active local farmers and institutions (Table 4).

A follow-up question asked respondents to indicate the primary reason land was being sold. On average, respondents believed 30% to 50% of people who sold Missouri farmland did so because of advantageous market prices. Family succession planning was also a factor in selling farmland, especially in the Southeast region. About 10% to 20% of sellers were motivated by the need for cash and less than 15% were adjusting their investment portfolio (Table 5).

Table 4. Types of Missouri farmland sellers in the past 12 months.

Region	Active local farmers	Retired farmers	Estate sales	Institutions	Investors
Northwest	5%	35%	42%	4%	15%
North Central	11%	35%	38%	2%	15%
Northeast	6%	34%	45%	0%	15%
West	0%	52%	42%	0%	6%
Central	17%	37%	34%	0%	12%
East	2%	40%	47%	2%	9%
Southwest	19%	31%	35%	0%	15%
South Central	24%	29%	29%	0%	18%
Southeast	0%	41%	59%	0%	0%
Urban Area	8%	15%	54%	8%	15%

Table 5. Sellers’s reason for selling Missouri farmland.

Region	Good market prices	Need cash	Part of family succession plan	Adjust investment portfolio
Northwest	32%	16%	42%	10%
North Central	44%	12%	38%	6%
Northeast	44%	5%	38%	13%
West	52%	0%	41%	7%
Central	45%	17%	31%	6%
East	51%	12%	34%	2%
Southwest	47%	16%	32%	5%
South Central	50%	9%	38%	3%
Southeast	35%	9%	57%	0%
Urban Area	27%	20%	40%	13%

Factors affecting land values

The survey also asked respondents what factors they thought were influencing farmland values. Many responded that interest rates, weather, and crop and cattle prices were significant factors in farmland values. Higher interest rates may impact farmers’ willingness to pay for land; however, not every farmer needs to finance land purchases. Based on the 2024 survey, some respondents felt farmers that purchased land held strong cash positions.

Limited land available for sale and strong demand from investors were viewed as factors that pushed up the price of land. Many respondents also noted that urban sprawl and land development might play roles in the Missouri farmland market.

Outlook

Survey respondents also shared expectations regarding farmland values in 2025 (Table 6). Overall, respondents forecasted land prices would increase 2.7%

for cropland, 2.9% for pastureland and 2.3% for noncrop and nonpastureland. The forecasted changes in cropland and pastureland values in the Northwest region of Missouri were highest. Average land values in the North Central region were expected to decline. Noncrop and nonpastureland values in the West and South Central regions were forecast to increase about 6% to 7% in 2025.

USDA land value data

Table 7 reports the August 2024 USDA estimates of average land values for Missouri and surrounding states. The USDA’s \$4,910 estimate for Missouri cropland is \$2,086 lower than the value reported by survey respondents for “average” cropland. For pastureland, USDA estimates the value at \$2,650 per acre, or \$2,393 less than the survey estimate. The point of comparison also varies between these data sets — the MU Extension survey asks only for land values, whereas USDA data includes the value of all land and buildings on farms.

Table 6. Respondents’ expectations about farmland values in 2025.

Region	Average cropland value	Average pasture-land value	Average other land value
Northwest	6.6%	5.7%	1.2%
North Central	−1.4%	−0.2%	−1.6%
Northeast	0.1%	0.2%	0.1%
West	5.5%	5.4%	7.4%
Central	1.8%	2.9%	2.0%
East	2.8%	3.7%	1.0%
Southwest	1.9%	3.9%	3.5%
South Central	5.8%	4.6%	6.7%
Southeast	0.3%	1.7%	0.9%
Urban Area	3.1%	1.6%	1.4%

Table 7. USDA agricultural land values in dollars per acre, August 2024.

State(s)	Cropland	Pasture	Farm real estate ³
Missouri	4,910	2,650	4,800
Arkansas	3,600	3,270	4,110
Illinois	9,550	3,970	8,700
Iowa	9,800	3,500	9,420
Kansas	3,300	2,100	2,970
Corn belt ¹	8,560	3,000	7,930
United States ²	5,570	1,830	4,170

- 1. Includes Indiana, Illinois, Iowa, Missouri and Ohio.
- 2. Average of the 48 continental states.
- 3. Farm real estate is an estimate of the land and all buildings on a per acre basis.