

**CITY OF GRAIN VALLEY BOARD OF ALDERMEN
REGULAR MEETING AGENDA**

NOVEMBER 13, 2017

7:00 P.M.

OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL
711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER

- Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh

ITEM III: INVOCATION

- Mike Cassidy of Faith United Methodist Church

ITEM IV: PLEDGE OF ALLEGIANCE

- Alderman Bob Headley

ITEM V: APPROVAL OF AGENDA

- City Administrator Ryan Hunt

ITEM VI: PROCLAMATIONS

- Community Shredding Event Support
 - Allen Lefko- Bank of Grain Valley
 - Jeff Smith – State Bank of Missouri

ITEM VII: CITIZEN PARTICIPATION

- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: CONSENT AGENDA

- September 12, 2017 – Park Board Meeting Minutes
- October 23, 2017 – Board of Aldermen Regular Meeting Minutes
- October 24, 2017 – Board of Aldermen Special Meeting Minutes
- October, 2017 – Court Report
- November 1, 2017 – Board of Aldermen Special Meeting Minutes
- November 13, 2017 – Accounts Payable



ITEM IX: PREVIOUS BUSINESS

- Liquor License Application
 - Cosentino Enterprises, Inc. d/b/a Price Chopper #325
- 2018 Budget Discussion

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- TIF Progress: Mall at Sni-A-Bar- Old Towne Market

ITEM XIII: ORDINANCES

ITEM XIII (A) An Ordinance Calling an Election in the City of Grain Valley, Missouri on April 3, 2018

1ST READ

Introduced by To give notice of the annual City of Grain Valley, Missouri General
Alderman Municipal Election
Bamman

ITEM XIV: RESOLUTIONS

ITEM XIV (A) A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the Allocation of One (1) 2017 Fiscal Year Meeting Salary from Each Elected Official, Totaling \$450, as a Donation Toward the Senior Holiday Gift Basket Program

Introduced by
Alderman
Coleman

To provide assistance toward the Grain Valley Senior Holiday Gift Basket Program

ITEM XIV (B) A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Amend the Agreement for Environmental Services Between the City of Grain Valley and Jackson County, Missouri to Include Aquatic Venue Inspections

Introduced by
Alderman
Headley

To provide an aquatic inspection program for aquatic venues located in the City of Grain Valley



ITEM XIV (C)
R17-41

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into a Contract with BKM Construction LLC for Grain Valley’s “SW Eagles Parkway Sidewalk Improvements”

*Introduced by
Alderman
Totton*

To provide sidewalk connectivity along Eagles Parkway from Kirby Road to the Old Towne Market Development site

ITEM XV: CITY ATTORNEY REPORT

- City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
- Parks & Recreation Director Shannon Davies
- Community Development Director Rick Arroyo
- Finance Director Cathy Bowden
- Chief of Police David Starbuck
- City Clerk Theresa Osenbaugh

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
- Alderman Chris Bamman
- Alderman Jeff Coleman
- Alderman Bob Headley
- Alderman Nancy Totton
- Alderman Yolanda West

ITEM XVIII: MAYOR REPORT

- Mayor Mike Todd

ITEM XIX: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

ITEM XX: ADJOURNMENT



PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON NOVEMBER 27, 2017 AT 7:00 P.M. THE MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211



Consent

Agenda

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GRAIN VALLEY PARK BOARD
MINUTES
September 12, 2017

Meeting called to order at 7:03pm by President Jared English.

ROLL CALL: Jared English (President), Derek Bell (Vice President), Brad Welle (Secretary), Don Caslavka, Terry Hill, Nathan Hays, Norm Combs, Alderman Bob Headley, Shannon Davies (Director)

ABSENT: Bryan Nolte

CONSENT AGENDA:

- a. APPROVAL OF MINUTES: Motion by Nathan Hays, second by Norm Combs to approve the minutes from the August 22 meeting. Motion carried.

TREASURER'S REPORT:

- a. REVIEW OF ACCOUNTS PAYABLE/EXPENDITURES/REVENUES: Shannon highlighted and explained the more notable expenditures in the summary report including the scheduled payments to Midwest Pool Management for the management of the aquatic center.

CITIZEN COMMENTS:

- a. None

COMMITTEE REPORTS:

- a. Veteran's Tribute
 - i. Pathways of honor received some donations at their booth at the Grain Valley Fair.
 - ii. Phase I construction is almost complete.
 - iii. The dedication of the completion of Phase I of the Veteran's Tribute at Legacy Plaza is scheduled for Tuesday, October 3rd at 4:00pm. Pathways of Honor is working on the program agenda for the dedication.

OLD BUSINESS:

- a. **Dillingham Trail Project**
 - i. Shannon Davies and Rick Arroyo have met with National Streetscape to start putting together concrete timelines for completion of this project.
 - ii. Park staff have begun the clearing and grubbing on the creek banks where the bridge abutments will go.
 - iii. The pedestrian bridge is slated to arrive the last week in October or the first week in November and can be set within a few hours.
 - iv. Public Works staff will do the clearing and grubbing for the trail. We plan on having the trail earthwork done before the bridge arrives.
 - v. We are utilizing Jackson County's roadway contract for the asphalt.

- vi. We will be executing a \$3,000 Change Order to include traffic control on Dillingham Road for when the pedestrian bridge arrives and gets placed by cranes.

b. Grain Valley Sports League (GVSL)

- i. The Facility Use Agreement with the Grain Valley Sports League (GVSL) has been finalized and signed.
- ii. GVSL will be providing the city with a copy of their liability insurance and organizational bylaws.

c. Budget Development Sub-committee

- i. The proposed budget now includes:
 - a. Funding for entrance signage at Armstrong Park, Monkey Mountain Park, Butterfly Trail Park and the Community Center.
 - b. Funding for picnic table w/ roof combo amenities for Butterfly Trail Park.
 - c. The board requested that funding be allocated for additional security cameras with emphasis on having surveillance at the parking lot and new restroom at Butterfly Trail Park and the Park Maintenance Building.
 - d. The board also requested that we identify some type of trail project, regardless of size, that we can budget for in 2018.
 - e. Due to time constraints and the need to get the proposed budget before the Board of Aldermen for review, the Park Board approved the proposed 2018 budget under the assurance that funds will be identified and allocated in 2018 for security cameras and a trail related project.

d. Parks Capital Improvement Program (CIP)

- i. Projects to be included in the CIP must meet the \$50,000 minimum threshold.
- ii. Due to time constraints and the need to get the proposed 2018-2022 CIP before the Board of Aldermen for review, the Park Board approved the proposed 2018-2022 CIP budget under the assurance that an asphalt parking lot addition at Monkey Mountain Park will be included as one of the projects listed
- iii. Future discussion of the Parks CIP needs to include the following:
 - a. Additional Parking at Butterfly Trail but also discussion with the Board of Aldermen about the northern half of the property that is currently owned by the City and the potential it has for park use.
 - b. Land acquisition
 - c. Trail connection from Grain Valley to Blue Springs along Duncan Road.
 - d. Bridging the gap between our Dillingham Trail project and the new trail going in to the north in conjunction with the Rosewood Hills new development.

- iv. In 2018 and all future years, the CIP must be something that this board discusses and reviews monthly.

NEW BUSINESS:

a. EE Kirby Road Extension

- i. The Board of Aldermen reviewed the feasibility of extending EE Kirby Road through Butterfly Trail Park. At this point in time, it does not appear that there is support on behalf of the board to move forward with this endeavor.

b. Creekside Village Property

- i. There was discussion by the Board of Aldermen to have the City mow the undeveloped property adjacent to or North of the Creekside Village homes. Homeowners are complaining about the tall grass and the snakes and rats that are coming on to their property. The current landowner has not been maintaining the property. We have voiced our concerns to the BOA about Park Maintenance staff mowing properties such as this. At this time, the City's position is to start fining the land owner until he begins maintaining his property and not start having city staff maintain areas that are not city property/easements.

c. Park Board Vacancy

- i. We have started advertising the current vacant seat.
- ii. Don recommended that we try and fill this seat formerly occupied by Pam Coon, by another female if possible.

d. Annual Park Board Meeting/Cook-out

- i. The board decided to utilize our October meeting for our annual cook-out with our full-time employees.
- ii. The cook-out will be at 6:00pm with our regular meeting following at 7:00pm.
- iii. Location TBD.

DIRECTOR'S REPORT:

1. Operational Updates

- i. We currently have an opening for a full-time Park Maintenance Worker. This position has been posted.
- ii. The 2018 pool season has concluded. The great weather translated into increased revenue across the board compared to the last few pool seasons.

2. City Updates

- i. This past Grain Valley Fair was one of the more successful ones with regards to attendance. The marketing on 98.1 FM seems to have paid off.
- ii. The Police Department will be holding their annual Night Out on Crime next Tuesday, September 19th.

3. Past Programs/Special Events

- i. Popsicles in the Park
- ii. Movie in the Park
- iii. Dog Paddle Day
- iv. Painting Party

4. Upcoming Programs/Special Events

- i. Mini Munchkins – Green Thumbs
- ii. Tot Time
- iii. Come Draw With Us
- iv. Fall Karate
[Informational flyers were provided.]

TOPICS FOR NEXT MEETING:

- a. Dillingham Trail Project
- b. Cross Creek Park Trail Project
- c. Grain Valley Sports League
- d. Parks Logo
- e. Park Entrance Signage
- f. 2018 Budget
- g. 2018 Capital Improvements Program (CIP)

ADJOURNMENT: Motion by Norm Combs, second by Brad Welle. Motion passed.
Meeting adjourned at 9:19pm.

Next Park Board meeting will be Tuesday, October 17, 2017.



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on October 23, 2017 at 7:00 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh called roll
- *Present: Arnold, Bamman, Coleman, Headley, Totton, West*
- *Absent:*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Darryl Jones

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Jeff Coleman

ITEM V: APPROVAL OF AGENDA

- No Changes

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- Penny Kruse, 1410 SW Hamilton Lane, shared information regarding senior baskets; residents age 75 and older are eligible for a basket; baskets will be delivered on December 16th; volunteers will be used to put baskets together; Mayor Todd asked for a resolution on the next agenda for the Board to donate towards a basket
- Scott Schafer, 1006 SW Shorthorn Drive, advocated for a traffic officer position to be added to the police department budget for the upcoming fiscal year; shared support for the City's sponsorship of the fair, including fireworks

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Community Development Director Rick Arroyo
Chief David Starbuck
Parks & Recreation Director Shannon Davies
Finance Director Cathy Bowden



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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ITEM VIII: CONSENT AGENDA

- October 9, 2017 – Board of Aldermen Regular Meeting Minutes
- October 23, 2017 – Accounts Payable
- October 23, 2017 – Court Destruction Certificate
- October 23, 2017 – Finance Destruction Certificate

- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Arnold*
 - No Discussion
- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM X: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- Liquor License Application
 - Cosentino Enterprises, Inc. d/b/a Price Chopper #325 has requested a Retail and Retail Sunday liquor license; Ms. Callie Cosentino was present for questions; all paperwork has been completed and Chief Starbuck has approved the request

- *Alderman West made a Motion to Approve the Liquor License Application for Price Chopper #325*
- *The Motion was Seconded by Alderman Bamman*
 - No Discussion
- *Motion to Approve the Liquor License Application for Price Chopper #325 was voted on with the following voice vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain:*

-MOTION APPROVED: 6-0-

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Community Development Director Rick Arroyo
Chief David Starbuck
Parks & Recreation Director Shannon Davies
Finance Director Cathy Bowden



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BOARD OF ALDERMEN MEETING MINUTES
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ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: ORDINANCES

Bill No. B17-19: An Ordinance Establishing the Zoning for Certain Land in Grain Valley as R-1 Single Family and C-1 Central Business District for Justin Larkin

City Attorney Jim Cook read **Bill No. B17-19** for its second reading by title only

- *Alderman Arnold moved to accept the second reading of **Bill No. B17-19** making it Ordinance #2421*
- *The Motion was Seconded by Alderman Totton*
 - Public Hearing was held on 10/9 for property being annexed at Buckner Tarsney and Duncan Road
- *Bill No. B17-19 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-BILL NO. B17-19 BECAME ORDINANCE #2421: 6-0-

Bill No. B17-21: An Ordinance Amending Traffic Code Schedule IV Parking Prohibited Section of the City of Grain Valley Municipal Code

City Attorney Jim Cook read **Bill No. B17-21** for its second reading by title only

- *Alderman Coleman moved to accept the second reading of **Bill No. B17-21** making it Ordinance #2422*
- *The Motion was Seconded by Alderman Headley*
 - Ordinance will prohibit parking on specified roads in Creekside Village
- *Bill No. B17-21 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Chris Bamman
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Nancy Totton
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 City Attorney Jim Cook
 City Administrator Ryan Hunt
 Assistant City Administrator Ken Murphy
 City Clerk Theresa Osenbaugh
 Community Development Director Rick Arroyo
 Chief David Starbuck
 Parks & Recreation Director Shannon Davies
 Finance Director Cathy Bowden



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- *Abstain: None*

-BILL NO. B17-21 BECAME ORDINANCE #2422: 6-0-

Bill No. B17-22: An Ordinance Approving the Final Plat of Grayleigh Park

City Attorney Jim Cook read **Bill No. B17-22** for its second reading by title only

- *Alderman Arnold moved to accept the second reading of **Bill No. B17-22** making it Ordinance #2423*
- *The Motion was Seconded by Alderman Headley*
 - Approves 63 lots and one tract which have been approved through the Planning and Zoning Commission
- *Bill No. B17-22 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-BILL NO. B17-22 BECAME ORDINANCE #2423: 6-0-

Bill No. B17-23: An Ordinance Approving the Final Plat of Sni A Bar Crossing Phase IV

City Attorney Jim Cook read **Bill No. B17-23** for its second reading by title only

- *Alderman Arnold moved to accept the second reading of **Bill No. B17-23** making it Ordinance #2424*
- *The Motion was Seconded by Alderman West*
 - Final plat approval; includes 17 plots and 4 tracts which been approved by the Planning and Zoning Commission
- *Bill No. B17-23 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-BILL NO. B17-23 BECAME ORDINANCE #2424: 6-0-

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Chris Bamman
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Nancy Totton
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 City Attorney Jim Cook
 City Administrator Ryan Hunt
 Assistant City Administrator Ken Murphy
 City Clerk Theresa Osenbaugh
 Community Development Director Rick Arroyo
 Chief David Starbuck
 Parks & Recreation Director Shannon Davies
 Finance Director Cathy Bowden



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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ITEM XIV: RESOLUTIONS

Resolution No. R17-38: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with Oak Grove Animal Clinic

City Attorney Jim Cook read **Resolution No. R17-38** by title only

- *Alderman Totton moved to accept Resolution No. R17-38 as read*
- *The Motion was Seconded by Alderman Headley*
- *Alderman Totton made a Motion to Table Resolution No. R17-38*
- *The Motion to Table Resolution No. R17-38 failed as no Second to the Motion was received*
 - Animal Care Services Request For Proposal (RFP) was issued earlier this year by the Police Department; Crane Veterinary Center, Grain Valley Animal Hospital and Oak Grove Animal Clinic responded to the RFP; committee reviewed and scored the RFP; scores were as follows: Oak Grove Animal Hospital 79pts, Crane Veterinary Center 73pts, Grain Valley Animal Hospital 72 pts
 - Alderman West questioned why the current contract, which expired in 2010, had not been reviewed earlier; there has not previously been a tracking mechanism to alert staff when contracts expire and a need for this has now been identified
 - Alderman West asked if an attempt to alleviate the issues with Grain Valley Animal Hospital has been made; Chief Starbuck noted repeat attempts have been made with no improvement; Grain Valley Animal Hospital has 3 cages available and Grain Valley Animal Control averages a need for 20 cages per month; more than once an animal has been taken to Grain Valley Animal Hospital but has not been able to stay; pricing and amount of space was more suitable at Oak Grove Animal Hospital
 - Alderman West asked if lack of space at Grain Valley Animal Hospital is the issue; lack of space is an issue; Alderman Totton noted they also house Blue Springs Animal Control’s animals; Alderman Headley asked what happens to pets if Grain Valley Animal Hospital is full and they have no place to put animals; animals are taken to other locations in the metropolitan area
 - Alderman West asked if RFP stated specific needs for animal holding; Chief Starbuck noted that space is one criteria that reviewers consider but would have to review the RFP to see if minimum space requirements were stated;
 - Chief Starbuck shared concerns about past protocols which were not followed
 - Mayor Todd asked if Grain Valley Animal Hospital had three kennels total or three kennels reserved for Grain Valley Animal Control; it is unclear if this is specific to Grain Valley or the total kennels at Grain Valley Animal Hospital

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd Alderman Dale Arnold Alderman Chris Bamman Alderman Jeff Coleman Alderman Bob Headley Alderman Nancy Totton Alderman Yolanda West		City Attorney Jim Cook City Administrator Ryan Hunt Assistant City Administrator Ken Murphy City Clerk Theresa Osenbaugh Community Development Director Rick Arroyo Chief David Starbuck Parks & Recreation Director Shannon Davies Finance Director Cathy Bowden



CITY OF GRAIN VALLEY
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- Alderman Headley asked for clarification that animals may get transferred to Oak Grove anyway; Chief Starbuck confirmed
- City Administrator Hunt reviewed space allocations from each submitted RFP and noted that a minimum number of kennels required for submission does not appear to be included in the RFP; discussion occurred around other municipalities' animal control contracts
- *Resolution No. R17-38 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, West*
 - *Nay: Totton*
 - *Abstain: None*

-Resolution No. R17-38 Approved: 5-1-

ITEM XV: CITY ATTORNEY REPORT

- None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
 - First budget workshop will be October 24th and the second workshop will be November 1st
 - 25th Employee Anniversary's reception was held for Captain Jeff Palecek and Sergeant Scott Hedger last week
 - 2017 Community Prayer Breakfast will be held Thursday, November 2nd from 6:30am-8:00am at the Adams Point Conference Center; Board Members should let Sara Nadeau or Khalilah Holland know if they plan to attend
- Assistant City Administrator Ken Murphy
 - None
- Community Development Director Rick Arroyo
 - Asphalt on traffic circle is complete and most other roads are complete; clean-up will be completed soon
- Finance Director Cathy Bowden
 - None
- None City Clerk Theresa Osenbaugh
 - None
- Chief David Starbuck
 - Prescription Drug Disposal and Shredding Event will be held on Saturday, October 28th

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Dale Arnold
 Alderman Chris Bamman
 Alderman Jeff Coleman
 Alderman Bob Headley
 Alderman Nancy Totton
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 City Attorney Jim Cook
 City Administrator Ryan Hunt
 Assistant City Administrator Ken Murphy
 City Clerk Theresa Osenbaugh
 Community Development Director Rick Arroyo
 Chief David Starbuck
 Parks & Recreation Director Shannon Davies
 Finance Director Cathy Bowden



CITY OF GRAIN VALLEY
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- Parks and Recreation Director Shannon Davies
 - Trail or Treat will be held Friday, October 27th from 6:30-8:30PM at Butterfly Trail Park

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Dale Arnold
 - Congratulated Mr. Cook for his recognition as Citizen of the Year
- Alderman Chris Bamman
 - None
- Alderman Jeff Coleman
 - Congratulated Grain Valley Band for receiving 5th place out of 66 bands for the Bands of America contest over the weekend
- Alderman Bob Headley
 - Thanked staff for their work on some questions he had over the past week and following up regarding the knocked over sign on Duncan Road
- Alderman Nancy Totton
 - Gave congratulations to Mr. Cook for the Citizen of the Year recognition
- Alderman Yolanda West
 - Grain Valley Assistance Council will be accepting food donations at Trail or Treat

ITEM XIII: MAYOR REPORT

- Residents have shared concerns regarding the ordinance which calls for trash cans to be removed within 24 hours of being placed curbside; 900 warnings have been given but no citations have been issued this year
 - Alderman Totton shared concerns about the trash service not being picked up as scheduled; if City is notified of a delayed trash pickup, no further action for warnings is taken; Blue Springs requires citizens to leave cans by the house but some trash companies charge more because of this requirement
 - Mr. Arroyo reminded all that there is a difference between a warning and a citation-final warnings are clearly noted as such; Alderman Headley asked for the process of a warning; Officer Draper is routinely made aware of violations by individuals and when other violations are seen during investigation, everyone violating the code must be notified; Officer Draper patrols areas where ongoing issues and complaints have been received
 - Alderman Arnold appreciates that the City has only been giving warnings and feels a review of the wording used will help the overall situation

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd		City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Chris Bamman		Assistant City Administrator Ken Murphy
Alderman Jeff Coleman		City Clerk Theresa Osenbaugh
Alderman Bob Headley		Community Development Director Rick Arroyo
Alderman Nancy Totton		Chief David Starbuck
Alderman Yolanda West		Parks & Recreation Director Shannon Davies
		Finance Director Cathy Bowden



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BOARD OF ALDERMEN MEETING MINUTES
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ITEM XIX: EXECUTIVE SESSION

- Mayor Todd stated a need to hold an Executive Session for Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended
- *Alderman Arnold moved to close the Regular Meeting for items related to Section 610.021(13), RSMo 1998, As Amended*
- *The motion was seconded by Alderman Coleman*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 7:47 PM

- *Alderman Bamman moved to open the Regular Meeting*
- *The motion was seconded by Alderman West*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Bamman, Coleman, Headley, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 8:26 PM

ITEM XX: ADJOURNMENT

- The meeting adjourned at 8:26 P.M.

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Community Development Director Rick Arroyo
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Finance Director Cathy Bowden



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Minutes submitted by:

Theresa Osenbaugh
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Attorney Jim Cook
City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Community Development Director Rick Arroyo
Chief David Starbuck
Parks & Recreation Director Shannon Davies
Finance Director Cathy Bowden

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CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Special Session on October 24, 2017 at 6:31 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh called roll
- *Present: Arnold, Bamman, Coleman, Headley, Totton, West*
- *Absent: None*

-QUORUM PRESENT-

ITEM III: DISCUSSION

- 2018 Fiscal Year Budget
 - Mr. Hunt provided an overview of Reserve Trends, Revenue Trends and Key Personnel Expense leading to an overall balanced budget:
 - Unrestricted cash balance and ending cash balance are estimated to both increase by 6%; fund balance is steadily climbing; reserves are currently about 40% of annual expenses
 - Revenues are stable; Alderman Bamman asked if current revenues are ahead of where they were when the recession hit; revenues today exceed where revenues were before 2008
 - Key Personnel Expenses-sizable investments were made in employee benefits this past year; the restructuring of the Administration Department has allowed for more efficient management of key projects; the Board is asked to give consideration to a Police Officer Sponsorship Program which will allow a broader pool of candidates; additionally, consideration could be given to offering a short and long term disability plan
 - Alderman Totton asked if this would be provided with the current insurance; different options are available and employees or the employer can pay the premium
 - Alderman West asked for the total benefit percent to salary; percentage is 28.5%; \$34,218 is added to the budget per 1% of salary increase
 - State Statute mandates that the City adopts a balanced budget

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Chris Bamman
Alderman Jeff Coleman
Alderman Bob Headley
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ryan Hunt
Assistant City Administrator Ken Murphy
City Clerk Theresa Osenbaugh
Community Development Director Rick Arroyo
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CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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- Parks and Recreation Director Shannon Davies presented the Park budget; Bryan Nolte and Norm Combs, Parks Board, were present to answer questions
- Parks Administration Budget was Reviewed:
 - Fuel covers the administration vehicle, park trucks, lawn mowers, tractors, etc.
 - Printing is predominately for the Parks and Recreation Guide which is mailed to the citizens
 - Commercial mower is recommended for replacement
 - Bounces houses are being recommended for purchase; currently they are being rented for several community events
 - Mayor Todd asked the life expectancy on the bounce houses; this is based on usage; Mayor Todd asked if bounce houses would add cost to our liability insurance; standard amount of liability covers the use of these
 - Alderman Headley asked what it costs to rent a bounce house; rental is approximately \$250.00
 - Three picnic tables for Butterfly trail are included
 - Mayor Todd asked if lighting options have been considered for Butterfly trail; cost was reviewed in the past, no power is available on site; sometimes lights are not kept on overnight so after hours usage is not considered
 - Alderman Arnold suggested solar powered lights; these are also costly
 - Mayor Todd asked if any issues have occurred after hours at the trail; vandalism is the biggest issue; same scenario at all of the parks which are not gated and locked at curfew
 - Parks Department would like to purchase Park Entrance Signs
 - Signs will be placed at Armstrong Park, Butterfly Trail, Monkey Mountain Park; Alderman Bamman asked if this would be part of future branding; Park Board has been discussing the option of a separate park logo to work in conjunction with the City logo; Mr. Hunt shared that branding will be part of the discussion during this budget process and it is accounted for in portions of the budget
 - Alderman Totton asked if there is any trouble with signs being stolen; biggest issue is people bending park signs
 - Cross Creek Trail Project meetings have occurred since draft budget was provided to the Board; Park Board would like to add design for a

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pedestrian bridge over Blue Branch Creek; cost will be \$40,000; bridge will connect Sni-A-Bar Farms neighborhood to Buckner Tarsney and Eagles Parkway; net revenue is available without having to go into reserves; grant funds have been awarded for the construction of the bridge but they don't cover the design and engineering of the bridge

- Alderman Totton asked about the liability of the trail and the bridge; Mr. Murphy felt that the additions will improve the area and increase safety; maintenance program will be in place
- Alderman Headley asked for confirmation that the \$40,000 for the bridge was not included in the original packet; funds are not currently in the packet and are being added to the budget
- Park Budget was reviewed
 - Ball field aggregate needs to be replaced
 - Playground surface materials, replaced every three years, are budgeted in 2018; Mayor Todd asked about other options for playground surfaces; other options can be harder to replace if vandalized
 - New gazebo roof is budgeted for Armstrong Park
- Recreation Budget was reviewed
 - Includes concession stand costs and baseball and softball expenses which were previously run by an athletic association which is no longer in operation
- Community Center Expenses were reviewed
 - Electricity and gas includes community center and aquatic center
 - Budgeted to replace 8ft rectangle tables used for special events in the gymnasium and a table cart
 - Community Center Outdoor sign will be purchased
 - COP Bonds mature in 2020
- Aquatic Center was reviewed
 - Salaries are specific to seasonal employees
 - Concessions cover products specific to the pool
 - Contract with Midwest Pool Management is to cover operation of pool
 - Approximately 12 pool deck loungers will be replaced per year
 - Diving board (purchased in 2007) is due for replacement
 - Maintenance and other equipment replacements will occur

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- around the pool deck and shaded area
- Mr. Davies summarized the financing sources for the Park Budget
 - Total transfers is \$340,000 with \$84,177 remaining; \$40,000 of remaining funds will be used for the engineering of bridge
 - Alderman Coleman asked why last year's Park's budget was larger; 2017 budget included the bathroom for Butterfly Trail and expenses for Dillingham walking trail
 - Alderman Headley asked for the value of the bridge from a grant amount; funds were requested at \$119,000; Alderman Headley felt the money spent on engineering was well spent considering the return on investment with the grant money
 - Alderman Coleman asked if a crosswalk would be placed across Duncan at Dillingham; crosswalk will be placed and have flashers to the west and east; discussion occurred around future trails in the Rosewood area and safety measures that need to be put in place; Alderman Arnold has heard concerns about kids crossing 40 Hwy to get to Butterfly Trail as well
 - Alderman Bamman asked about being under budget historically; Mr. Hunt shared the justification has been set up for each transfer amount
 - Alderman Bamman asked if HVAC repairs were included in the budget; annual maintenance agreements have been looked into but equipment must be first brought up to specific standards which is costly; Mr. Arroyo has considered setting aside a larger budget to deal with issues as they arise; large investments are hard to make not knowing the long-term City Hall plan in five years; estimates of cost to repair system were high enough that it would be as cost effective to replace the system
 - City Administrator Hunt reviewed the General Fund:
 - Sales tax is forecasted to be on track or slightly ahead for this year, therefore, a 5% increase was budgeted for 2018; Price Chopper will also increase sales tax in a significant way but generated sales tax from this store has been conservatively estimated to allow for start up time
 - Property tax is estimated off the set levy rate; franchise fees can change so the forecasted year to date is used; building permit activity is estimated at 115 single family dwellings at an average valuation of \$165,000; conservative numbers have been utilized for permit and tap fees
 - Expenditures in the general fund budgeted for a 5% health insurance

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- increase and 7% for property, liability and workman's compensation insurance
- Revenues were reviewed; original grant revenue was not available to fill part-time victim advocate position but since packets have been provided, an additional grant has come in allowing this position to be filled

MAYOR TODD CALLED FOR A RECESS AT 8:19PM; THE REGULAR MEETING WAS CONTINUED AT 8:30PM-

- City Administrator Hunt reviewed the Human Resources/City Clerk budget:
 - Expenditures include salaries, trainings for multiple employees out of the general fund and meetings and conferences for continuing education credits for certifications; budgeted for City Clerk to attend the annual IIMC conference; safety committee which oversees things like AED maintenance, safety fair, etc. will be reinstated
- Community Development Director Ken Murphy recapped the IT budget:
 - Back up system for IT is currently at the maintenance facility which is not an ideal location, therefore off-site cloud back up has been added to the budget; \$6,000 is budgeted for a firewall replacement unit; budgeted computer software includes police department needs-fingerprint software, ITI (police department database); Dude Solutions is the asset management software and Incode maintenance is also included in this area
 - Alderman Headley asked if Netstandard had any of the City's backup; Netstandard currently only monitors IT; Alderman Headley asked if Netstandard could host the server; City's IT Department has reviewed various options which includes Netstandard
 - Alderman West asked for clarification about the budgeted amount of \$61,600; this includes a reoccurring monthly fee for offsite cloud storage
 - Alderman Totton asked if cloud backup increased security risks; anything is possible but security levels are high
- Building & Grounds Budget was reviewed:
 - Maintenance is the biggest expense in this area and includes part of the HVAC replacement; City Hall has budget needs for window, roof and EIFS repairs; maintenance for Sni-A-Bar facility and custodial services are also included

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- City Administrator Hunt reviewed Administration budget:
 - Subscriptions and memberships include: Missouri Municipal League, Mid-America Regional Council, International City Managers Association; Missouri City Managers Association, etc.
 - Professional services includes \$5,000 for special reports or studies such as financial studies around economic development; economic development support includes consultations with legal
 - 50% of brand development costs are included in this budget area;
 - Alderman West questioned if branding was for economic development; Alderman Arnold felt branding stems from economic development and doesn't feel like there was a consensus from the Board to move forward
 - Alderman Arnold felt the options presented in the past were not preferred over the current logo and felt the process was misdirected as the webpage is not even updated for economic development; Alderman Arnold felt the City should not wait on the Partnership and should focus more on economic development; doesn't feel that a rebranding will have a major impact on economic development
 - Alderman Coleman referred back to the site selector who noted branding as an issue for the City; current brand is over 10 years old; Alderman Arnold felt the partnership logo could be changed to match the City's logo; Alderman Coleman felt the City's brand was stale; Alderman Arnold felt changing colors recently helped with that
 - Alderman Coleman requested a poll to see the Board's consensus on exploring rebranding; Alderman Headley felt that if money is put in budget it doesn't have to be spent; Alderman Totton felt that there was a difference amongst residents on how the town should be marketed for the future; Alderman Coleman felt to progress and move forward a fresh look needs to be created as attraction to the area has been an issue; Alderman Arnold felt the focus was wrong and that a logo won't sell the town; Alderman Arnold felt things like the school district, city appearance and band, etc. sells a community
 - Alderman Coleman asked for a poll to be taken regarding leaving the rebranding in the budget

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CITY OF GRAIN VALLEY
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- Alderman Bamman would like to see rebranding remain
- Alderman West would like to see more discussion as various departments have eluded to logo creation; would like to leave the money in the budget as it doesn't have to be spent
- Alderman Headley would like to see rebranding remain
- Alderman Coleman would like to see rebranding remain
- Alderman Totton would like to see rebranding remain and later it can be voted on for a final decision
- Alderman Arnold would like to reallocate money to other areas
- Mayor Todd reminded the Board that there will still have to be a bid process and the money will have to be approved by the Board before it is spent
- Alderman West reminded the Board that this money is for design only and does not address the rest of the expense that will be incurred; Alderman Coleman noted that these changes can be made over time
- Alderman Coleman didn't think that everyone needed to have a standardized logo but the messaging and feel needed to be the same; site selector who gave opinion on logo change is well respected in the business world and therefore the site selectors opinion should be respected
- Mayor Todd asked if the Partnership plans to do site selector again this year; KCPL assisted with the past site selector visit and another one is not currently planned;
- Mr. Hunt reviewed special events:
 - Events include Trail or Treat and Holiday Fest
 - Contractual expenses are included for a year-long radio and media marketing advertising campaign
 - Mayor Todd received positive comments about the radio sponsorship; business owners expressed that this was one of the most beneficial things the City has done for businesses; first time fair attendees came from the radio advertising

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- Mr. Hunt reviewed the Principal/Payment for Sni-A-Bar Farms; included at 50% in this line; remaining portion:
 - Alderman West asked for the length of term; 5 years
 - Mayor Todd asked for interest rate and proposed the property may be able to be paid down sooner; Board of Alderman previously decided to finance half of the property with hopes to pay off the loan when the acreage was sold
- Mr. Hunt reviewed the Elected Official Budget:
 - Salaries for Mayor and Board are included; elected officials are encouraged to attend MML conference and the Elected Officials Conference
 - Truman Heartland Foundation Attendance and 2 staff appreciation lunches are included; budgeted for a Board retreat to do strategic planning
 - City View is produced twice annually
 - Election expenses are budgeted at \$17,000
 - Sponsorship of the Fair is included here
 - Alderman Arnold expressed concerns about fireworks sponsorship at a past board meeting-would like to earmark the money as a general fair sponsorship
 - Alderman Totton enjoyed the fireworks and heard that others enjoyed it too
- Mr. Hunt reviewed Legal expenses:
 - City attorney expenses have been down; unexpected settlement fees, expenses and anything over \$10,000 has to come to the Board of Alderman for approval
 - Alderman Arnold asked where unused money from this line item goes; remaining funds go to general fund reserve
- Finance expenses were reviewed:
 - Annual Audit is a large expense but is required by Statute
- Court expenses were reviewed:
 - Professional Services include the Prosecutor and District Attorney
 - Memberships are for Court Clerk and Deputy Court Clerk to the Missouri Association for Court Administrators
- Victim Services expenses were reviewed :
 - Grant was received to hire part time victim service advocate
 - Mayor Todd asked how many cases are dealt with each year; log is attached to timecard and current advocate is covering

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both Oak Grove and Grain Valley

- Fleet expenses were reviewed:
 - This line item is for general maintenance of vehicles
 - Alderman Arnold questioned the 4% of COLA; this is a zero amount and will be corrected
 - Replacement of tire machine is requested for safety and efficiency needs
- Chief Starbuck reviewed Police expenses:
 - Sponsorship of police recruits to the Kansas City Regional Academy includes tuition, uniform and ammunition for training period; does not include salary which would be at a lesser rate than a Class A Certified Officer; this will open up eligibility for pool of candidates
 - Training includes targets and ammunition; contracted with Target Time in Blue Springs; Conferences include International Association of Chiefs of Police conference; all officers have to have 24 hours of POST training a month
 - Contract with Jackson County Sheriff's Office for radio towers
 - DARE expenses are reimbursed through COMBAT tax
 - Police K-9, Jaxx, will be retired and a new police K9 will be purchased
 - Equipment-Shoulder straps will be purchased for assault rifles; Requesting two replacement vehicles and equipment for those including K-9 vehicle; uniform costs included for officers that will be hired and body armor that needs to be replaced due to expiration dates;
 - Alderman Totton asked about radio and communication systems; radio system is with Jackson County Sherriff's Department
 - Alderman West asked which car was being removed from the fleet; 2005 Crown Victoria
 - Alderman Coleman asked why the K-9 vehicle is being replaced; vehicle is a 2011 Tahoe scheduled to replace in 2017; Alderman Headley asked if K9 vehicle equipment package included air condition for the K9; currently doesn't have dog safety modification but Sgt. Hedger has requested a remote for safety release
 - Alderman Bamman asked if the City plans vehicle replacements; used to have a VERP line-item allocation but consensus of Board became to absorb costs all at once, as

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- needed; vehicles which aren't needing to be replaced are not replaced, regardless if they are up for replacement on the VERP schedule; Alderman Headley shared that funds used to be set aside but when recession hit money got tight and allocations couldn't be maintained-would like to be able to pay a little bit each year into a line item;
- Mayor Todd asked for the Board to discuss the traffic officer;
 - Alderman Totton wondered why the City would have a traffic exclusive officer
 - Mayor Todd would like more help for all areas of the Police Department
 - Chief Starbuck would prefer to have all officers doing traffic and recommended that if consideration is given to another position due to growth, a budgeted full time officer in a swing shift position would be most helpful; this position would be relief for vacations and allows for an additional officer on nights that are anticipated to be busy
 - Alderman West asked if many officers who were laid off in Raytown would apply; those officers are already making more than the entry salary
 - Mayor Todd asked if the City could add an officer position without adding a vehicle; this can be accomplished
 - Alderman Totton asked what DARE Officers do in the summer; DARE Officers work in the schools to plan the curriculum for the upcoming DARE years and they fill in for shifts; DARE Officers also attend training during the summer
 - Alderman Bamman asked how this position is added in the budget process; Staff will run the numbers and see how it affects the budget
 - Kansas City Regional Police Academy would start in early 2018; Mayor Todd asked how long the academy was; process is approximately six months so the full salary will not affect the full budget year; Alderman Totton asked what happens if a sponsored officer leaves and goes to another department; the employee is hired on a contract and payback is included in that agreement
 - Chief Starbuck reviewed the Animal Control Budget
 - Alderman West questioned the quoted health insurance amount as it

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seemed high; the amount is the family rate but staff will review for accuracy

- Planning & Engineering expenses were reviewed:
 - Staff development includes all certifications and memberships; professional services are included for surveys or studies that may occur
 - Plan racks and file cabinets are needed for storage
 - Code Enforcement Officer vehicle is not being recommended for replacement at this time even though it is eligible with VERP

- Mr. Hunt stated the final budget presentation will be on November 1, 2017 at 6:00PM

ITEM IX: ADJOURNMENT

- The meeting adjourned at 9:56 p.m.

Minutes submitted by:

 Theresa Osenbaugh
City Clerk

 Date

Minutes approved by:

 Mike Todd
Mayor

 Date

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: October, 2017	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address kboardman@cityofgrainvalley.or		iNotes <input type="checkbox"/>
Municipal Judge(s): JOHN JACK		Prosecuting Attorney: JAMES COOK	
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	138	1,074	221
B. Cases (citations / informations) filed	10	71	30
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	10	23	3
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	32	2
6. dismissed by court	8	25	10
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	18	80	15
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	130	1,065	236
E. Trial de Novo and / or appeal applications filed	0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	22	# Issued during period	2
2. # Served/withdrawn during reporting period	22	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	336		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: GRAIN VALLEY	Reporting Period: October, 2017
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 6,812.13	OFFICER REIMBURSEMENT DWI	\$ 488.00
Clerk Fee - Excess Revenue	\$ 600.00	EQUIPMENT REIMB DWI	\$ 316.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 18.50		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 7,430.63		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 4,495.57		\$
Clerk Fee - Other	\$ 852.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 118.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 841.34		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 26.27		\$
Law Enforcement Training (LET) Fund surcharge	\$ 242.00		\$
Domestic Violence Shelter surcharge	\$ 484.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 363.19		\$
Restitution	\$ 312.18		\$
Parking ticket revenue(including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 500.00		\$
Total Other Revenue	\$ 8,234.55	Total Other Disbursements	\$ 1,479.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 17,144.18
E/R INCARCERATION REIMBURSEME	\$ 315.00	Bond Refunds	\$ 1,096.00
INCARCERATION REIMBURSEMENT	\$ 360.00	Total Disbursements	\$ 18,240.18

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Special Session on November 1, 2017 at 6:06 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Theresa Osenbaugh called roll
- *Present: Arnold, Bamman, Coleman, Headley, Totton, West*
- *Absent: None*

-QUORUM PRESENT-

ITEM III: DISCUSSION

- 2018 Fiscal Year Budget
 - City Administrator Hunt reviewed the Tourism Fund:
 - Revenue is collected from special use fees
 - Fund is used for economic development; uses includes membership with Kansas City Area Development Council (KCADC) which works to attract national and global projects to the Kansas City Metropolitan area; Eastern Jackson County Development Alliance which provides demographics and promotes Eastern Jackson County to the region
 - Alderman Bamman asked what is gained by the memberships; KCADC provides tangible project leads, represents the City to site selectors and assists with site visits; KCADC designed the initial logo that EDC uses today at no charge; Alderman Coleman shared that currently there are two applications submitted to KCADC
 - Alderman Totton asked how much Grain Valley has benefited from memberships; no projects have come from KCADC over the last year; Alderman Coleman shared that an example in the past was the KC Scout Project which would have represented 5,000 new jobs; Grain Valley was selected as a finalist; the project did not move forward with any of the finalists; Mr. Hunt reminded the Board that economic development is a long term investment-results are not immediate
 - Fund provides professional services for EDC contract including the Economic Development tracker license which is how projects are processed and tracked
 - Chamber Sponsorship is the money used for the fair sponsorship
 - Alderman Bamman asked if the budgeted amount for fair

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- sponsorship was enough; Mayor Todd shared the amount used to be more but for now it is sufficient; Mayor Todd shared that if the fair were to ever be moved to Main Street costs would be greater
- Alderman Bamman asked if power could be added to Main Street light poles; KCPL owns the poles and they do not allow outlets; Alderman Arnold asked the price of each pole; Community Development Director Rick Arroyo shared that the poles are on lease and a fee is paid each month
- Park Fund Revenues were reviewed:
 - Revenues are reflective of sales and property tax; property tax increase is based off valuation increase
 - Sales tax is estimated to yield \$420,000
 - Bill board license tax is a fee for billboards in community and is captured in this fund
 - Other sources of revenue include youth field costs, shelter house rentals, ball rentals etc.; each programs is listed separately to see amount generated; youth softball and baseball are sizeable; concessions for fields are sizeable
 - Fitness membership bring in approximately \$8,000 and daily admissions bring in approximately \$4,500
 - Community Center rentals are estimated at \$40,000 for receptions and such and \$12,000 from sports related rentals; silver sneakers revenue is a reimbursement from the silver sneakers program; \$92,280 is the total estimated community center revenue
 - Swimming lessons are estimated to bring in \$15,000; daily pool admission is estimated at \$40,000; pool passes bring in approximately \$16,000- \$18,000; \$8,500 is received from pool rentals; \$16,500 comes from pool concessions; total pool related revenue is \$101,000
 - Total revenue for Parks and Recreation is \$989,230 and with transfers revenues are approximately \$1.3 million leaving a balance of \$44,177
 - Transportation Revenues were reviewed:
 - Revenue includes motor vehicle sales tax and motor fuel tax divided amongst the state based on population
 - Developer fees includes permits and licenses; Woodbury 6th plat, Greystone development has been included in these fees; Mayor Todd asked about the development recently approved off of Rust Road; not counting funds from Grayleigh Park as staff expect permits to be pulled this year
 - Sale of Assets includes the sale of the bucket truck; 20% of sale will be put in this category
 - \$1,700,242 is the anticipated total revenue

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- Transportation Expenditures were reviewed:
 - Transportation Water and Sewer expenditures are often shared with 20% out of Transportation, 40% out of Water and 40% out of Sewer
 - Alderman West asked for clarification on budget truck listing for the VERP
 - Position has been added to the budget for an Engineering Inspector; number of inspections being made through Code Enforcement, Public Works Superintendent and Building Code Inspector has increased dramatically; staff are at capacity with inspections and new developments will increase work load beyond current staff capacity; this position will provide expertise to inspections
 - Requested to send staff to the American Waterworks Association and Conference; gives credit towards certification for water distribution; includes information on new laws and existing laws
 - Requested to send staff to American Public Works Association Conference
 - Engineering Services will include correcting a stormbox issue in Rosewood
 - Salt needs were reduced since little was used last year
 - Erosion control will be completed on the Lakeview Channel
 - Equipment Maintenance includes small engine maintenance, large truck maintenance and computer maintenance fees
 - Would like to purchase a push camera for sewer lines which is smaller and easier to use-takes less resources
 - Alderman Arnold clarified cost of camera at \$10,000
 - Would like to purchase a walk behind saw which will be safer and produce a higher quality job product
 - Requested purchase of pavement sensors; budget packets show six but only three are being requested, changing line item to \$2,400; sensors are small devices that mount to truck and get data on pavement temperature, humidity, etc. which helps determine if freeze conditions will occur on road;
 - Mr. Hunt noted annual concrete maintenance costs; this used to be contracted out; several concrete experienced employees have been hired and now can be done in-house; expense has gone down approximately 40%
 - Alderman Headley asked if this would allow more money for more projects to be completed in a given year; more people would still be needed to do more projects
 - Street light lease fees have increased due to anticipation of new developments
 - Alderman Arnold asked for clarification of fees; Mr. Arroyo is not aware of a time when a fee to install a light was incurred unless it needed to be relocated; Mr. Hunt noted that the fiscal analysis of streetlights when they are installed includes the monthly fee and total impact to the year

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- Mr. Hunt passed out schedule of capital equipment projects
- Existing salt spreader will be replaced as the current one has failed several times
- Bucket Truck is being budgeted for replacement
 - Mayor Todd asked about option of aerial lifts vs bucket truck for cost purposes; Mr. Arroyo recommended the bucket truck; original purpose was street light maintenance; additionally used as the sign truck for sign posts-sign hammer is mounted on vehicle; bucket truck is used for tree trimming and used in parks for netting and lights; current one is 12 years old; several key parts have been replaced multiple times; truck has over 5,200 hours on it and needs more work; salvage value needs to be considered; this is a critical item to the fleet; truck has 42,000 miles
 - Alderman West shared concerns that the replacement target for the truck is 85,000 miles; concerns were shared about the timing of replacement and the cost; Mr. Arroyo reminded the Board that the bucket truck is running even if miles aren't being added- the motor needs to be on for lift to be used; 5,200 hours of a vehicle running is equivalent to 180,000 miles; if bucket truck completely fails and no replacement is available the city will have to hire a contractor for jobs as simple as light bulb changes
 - Alderman Coleman asked if a used truck was a possibility; budgeted price is for a new truck as there is no guarantee used will be available, however, all options will be considered
 - Alderman Totton asked how long the City has had the current truck; 12 years old
 - Alderman West felt that for the expense to replace the investment of \$6,000-\$8,000 would save money if it allowed for another year of use; felt money could go to an additional police officer
 - City Administrator Hunt noted that it is recommended for replacement in 2018; mileage does look extremely low but that is why miles or months are quantified because months have been exceeded even if there is low miles; truck may be driven 2-3 miles to destination but then operates for two hours to repair need; majority of use is parked with motor running and hydraulics operating; truck will exceed target replacement by the new year; the VERP is to help stay on top of regular consistent fleet replacement
 - Alderman West would like to look for a used truck as well; best case scenario a used one will be purchased
 - Mayor Todd asked if this price was from the state bid list; price is from the bid list
 - Alderman Headley asked if the work can be done with a another type of

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- lift; bucket truck is efficient-traffic is often not impacted and a trailer is not needed to move lift; could potentially use other lifts but not the safest or most efficient thing to use
- Alderman Arnold asked if the VERP showed what hours were on the vehicle when it was obtained; this is not listed on the VERP
 - Alderman Headley confirmed that the salt spreader is built for a smaller truck; this is accurate
 - Alderman Bamman asked if the equipment was budgeted because of the VERP; bucket truck is a replacement and the salt spreader is a necessity; F450 truck will be useful for maintenance in neighborhoods and on properties but is not a necessity; staff has increased by two people and there are two separate crews who could each benefit from an assigned truck
 - Alderman Arnold asked how many smaller trucks would be in the fleet; if a truck is added there will be two F450 vehicles
 - Mayor Todd-asked if a dump bed is needed; this is not necessary; Mayor Todd thought this truck would still tear up yards which is one reason it is being requested; it is a big truck but not as big as international
- Rubber tire loader has recently been involved in workplace injury; equipment is 17 years old and has 1,700 hours on it; large sum of money will need to be spent to repair the equipment and a large sum has already been spent on previous repairs; a total of \$40,000 would be invested in a piece of equipment past it's prime and involved in injury situation; budget will be amended to include new loader estimated at \$128,000; used equipment will be reviewed but the current loader is a good example of why used is not always best; tire loader is used for loading/unloading trucks, filling salt trucks, moving gravel/soil, lifting heavy objects, clearing/grading and also at the household cleanup event
 - New Assets Management software was purchased last year which allows for mobile inspections and work orders; does require used of tablets which has been added to budget
 - Sewer TV Trailer computer needs to be updated and software needs to be updated
 - CIP Streets for repair were reviewed
 - Carports are requested which would allow vehicles currently exposed to be under cover
 - HEPA filters are requested for Public Works Department; computer systems which connect to City Hall are in the Superintendent's Office and get dust in them
 - Mr. Hunt reviewed the Public Health Fund:
 - Public Health Fund supports various projects and senior subsidies; projects include the household hazardous waste and city clean up; funds are from property tax and revenue investments

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- Expenses include senior health services, meals on wheels, and senior luncheons
 - Mayor Todd asked if the budgeted amount was enough; there are several contributors to the program but if the City takes over the responsibility for the senior luncheons this fund will need to be increased
- Fund also contributes \$5,000 to the senior baskets
 - Alderman Arnold felt a large portion of baskets did not get out in past years and with the number of people who qualify it is becoming unmanageable; felt consideration may need to be given to redirect the funds to places such as the senior luncheon; if decision is made now than it can be planned for
 - Mayor Todd suggested those who attend the December senior lunch could take a gift card or similar home; a future discussion will also need to occur around senior water rates being discounted; Alderman Totton asked about tax deductions for seniors; seniors can refer to the State for deductions
 - Alderman Totton felt baskets did not take diet concerns into consideration; Mayor Todd felt it was better to partner with businesses to do a gift card and let seniors purchase items they actual need
 - Alderman Bamman asked if baskets are targeted at those who have a need; anyone who 75 or older is eligible
 - Alderman Arnold felt that even though the City is not the lead on program people get upset when the qualifications change or baskets are missed
 - Mayor Todd noted that some people use relatives to get discounted water rates and become eligible for senior basket; City Administrator Hunt shared that senior water bills will need to be addressed as 800 accounts get a significant decrease; water discounts can't be quit but current discounts will need to be grandfathered in; this is one reason that water rates can't be lowered for everyone
 - Mayor Todd proposed that senior baskets be left in the budget and then propose a different way for the program unless the City takes over project; Alderman Arnold has concerns about taking over the baskets should the program need to be discontinued in the future; Alderman Totton shared concerns that not all seniors can drive to receive something at luncheon
- GV Cleanup and Household Hazardous Waste Program is financially profitable for residents and encourages proper disposal of items; annual spring cleaning event provides dumpsters that residents can bring anything to for disposal except certain electronics and hazardous waste
- Transportation Program for seniors and disabled residents is getting closer to be decided; KCATA is helping with analysis for the most sensible partnership
 - Alderman Coleman mentioned that this is the second year this program has been budgeted for and asked if the money from the prior year's budget is still dedicated to the program; when the fiscal year is over the money is put back

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- into the reserves
- Alderman Totton asked if ATA would only take riders to Blue Springs; this is part of the analysis to see what could be offered; there is potential to connect to several hubs that could get a rider as far as downtown, although it won't be a direct connection; Mr. Murphy attends senior mobility meetings and has drawn attention to Grain Valley for being included in Eastern Jackson County discussions
 - Emergency Management Contract with CJEMA is the group that covers emergency management needs for Blue Springs, Lake Tapawingo and Grain Valley; funds cover warning siren maintenance and other emergency management needs; this money used to come out of General Fund with Police Department
 - Fund surplus is transferred to community center for senior programs

MAYOR TODD CALLED FOR A RECESS AT 7:53PM; THE REGULAR MEETING WAS CONTINUED AT 8:06PM-

- Old Towne TIF includes the Sunfresh/Dollar General area; money collected is paid back to the developer
- Capitol improvement Fund was reviewed; money has been budgeted to start researching future plans for the Sni-A-Bar Farms project; \$250,000 will be transferred to Parks Department for payment of the Certificate of Participation Bonds which funded the current Civic Complex and will pay off in 2020
- Funds 290 and 295 have been spent out of bonds that were sold; 295 includes the 2011 GO bonds for the highway project; \$183,000 is left and money will be spent on downtown street improvements
- TIF/NID/CID Funds are required by statute to be separated; money comes in to fund 302 (special allocation fund); money collected in project 2 is put in this fund and turned over to UMB bank trustee for bond issue; funds are held until they accumulate; every 6 months interest is paid and once a year principle is paid
- Fund 305 includes the debt service to fund IDA bonds; transfer is received from 302 into this fund and the bond principle and interest are paid out of this fund
- Funds 310 and 311 record activity for the Neighborhood Improvement District; little activity as NID assessments haven't been completed
- Funds 320 and 321 record sales tax and use tax collected in Project 2; money is sent to UMB bank to be applied to debt service for TIF bonds
- Fund 323 is a new fund to record the activity on the northwest quadrant where CID is being established; currently the only activity has been the developer's deposit and legal fees for the petition
- Fund 325 records the interchange activity for project 1A and eventually 1B, 3 and 4; 1A is the only project that has been activated which includes McDonalds and Advanced

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- Auto; the money that comes in to this account is accumulated so projects can occur and/or the City can be reimbursed for Bonds to make improvement to interchange
- Fund 400 is the tax levy that is collected for debt service fund; Some bonds were paid off early in 2013 under the plan and now working to try and build the fund balance equal to one year of debt service; bond interest, principal and custodial fees to UMB are the only things that come out of this fund
 - Alderman Coleman asked for the City's rating for bonds; one is AA- and one is AA; water and sewer were reviewed last week and the rating was affirmed; City is not a big enough district to be in the higher rating; Mr. Hunt shared that a few years ago the rating went up and additional increases were seen
 - Alderman Bamman asked if the City looks at ways to reduced and accelerate debt payment; over the past year, 3 different bond issues were refunded and one was paid off early; this is reviewed on regular basis
 - Mr. Hunt reviewed current outstanding debt; Total Bonds is \$2.1-\$2.2 million/year with a payment decrease in 2020, 2021 and 2022
 - Alderman Headley asked when the GO Bonds series 2013 are paid can the rest of the bonds be paid on faster; additional payment on the General Obligation Bonds will not come off principal; if debt payment schedule is accelerated then investors are not getting what they invested for which is why these are refinanced
 - Water and Sewer Funds were reviewed
 - Developer Fees are included for new plat
 - Water sales are not on track to meet projections; fees include reconnect fees for those who have had their water shut off; automatic calls have decreased the disconnection amounts which result in fewer reconnect fees; Water penalties have been steady
 - Sewer Collection- some sewer customers opt to use a winter average vs their actual usage; Sewer Tap Fees are estimated as a direct tie to single family, commercial and duplex dwellings
 - Meter Replacement Fee-every customer account over a 15 year period will pay for the account's meter replacement; this was put in place to make sure meters were replaced in a timely manner
 - Tower Antenna Fee is a lease with various cell providers to use towers as antenna
 - House Rental-a portion of the home rented to the Economic Development Executive Director is budgeted here
 - Sale of Assets- a portion of the bucket truck is included here
 - Miscellaneous interest revenue has gone down from years past as funds were more appropriately suited in other areas
 - Contributions for Public Works is cash donations from sponsors
 - Water Rate Study has been completed with the purpose of seeing if water and sewer rates

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could be lowered to reduce impact to residents; industrial rate needed to be factored in; final version of the study came out in March of this year

- First outcome recommend that rates be increased but that is not the intent of the City; the purpose of rate study was to be able to fund operations through 2026; operations from water/sewer fund were positive in 2013-2015; small amount of growth contributed to this and the cash position had remained stable; goal is to maintain a minimum account balance for utility funds with money to continue operations should any catastrophic loss to system occur while keeping rates level as long as possible; study has shown rates can be stable through 2020; 2020 will bring an increase for the minimum base rate and for every 1000 gallons over that base rate; if rates were decreased they would not be sustainable
- Sewer rates followed same analysis
- Senior rate was reviewed; currently the rate begins at 65; senior rate will need to be further reviewed in the future
- Revenues have to equal 110% of operating expenses; cannot operate in a break-even method according to the bond covenant; if the City assumed no increases the City would experience an operating revenue loss in 2023 because cash reserves will be exhausted
- Water Tower replacement was discussed; current philosophy is that rates will be used to operate water and sewer funds and a certain amount will be set aside every year for water and sewer projects; 2022 an \$8.7 million water tower will be constructed; other projects incurred during normal course of business include things like water tower pump rebuilds and maintenance to existing water towers
 - Alderman Bamman asked when the water tower will be built; water tower will be built in 2022 and 2023; debt will be issued at the beginning of the project with completion debt following in 2023
 - Alderman Headley asked if it has been considered to add an additional tower instead of replacing the tower; the benefit to replacing the tower is higher pressure; also growth is expected to reach a point where the City will be below the required fire storage; in the North part of town pressures are reaching minimum levels; if a heavy commercial user comes to the City it could have an impact on water storage; foundation of existing tower cannot be used due to size constraints; anything existing will not be useful; plans also include an additional pumping station that will be required
 - Mayor Todd asked if due to pressure, an elevated tower is needed; recommendation when doing the study was to put money in an elevated tower to gain more pressure and higher pumping capacity
 - Alderman Arnold asked about the possibility of keeping the original tower; study did consider that but it is not recommended due to

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- maintaining two towers and one getting close to the end of its useful life; recommendation is to replace but it can be reviewed
- Alderman Arnold asked if the bigger tower would be needed if a large commercial user doesn't come; Mayor Todd thought if it's just residential growth then that big of a tank is not needed; it is cost effective to get the bigger tower when you are comparing the different sizes and this would take the City through all growth
- Alderman Arnold reminded the Board of previous purchase that weren't used; Alderman Headley was concerned if the City doesn't have the larger tank that it may become a regret; Alderman Arnold wants to proceed cautiously
- Mayor Todd pointed out that the City rates are comparable to others; Mr. Hunt noted that since the study rates have been increased in other cities
- Sewer analysis followed the same process; infrastructure doesn't share the same concerns as with water; bond coverage is the same; sewer utility is able to maintain a positive cash flow; towards the end of planning period the City will start to see a lower net income but the overall summary is that there would not need to be a sewer rate increase over the next 9 years
- Final recommendation is that water prices stay level for the next three years and then reexamine to see if growth is trending as anticipated; water tower discussion will be continued
 - Mayor Todd asked if Tri-County is in need for additional storage and would be interested in cost-sharing the tank; Mr. Hunt thought this could be a possibility and can be discussed
- Water/Sewer Expenditures were reviewed:
 - Capital Equipment is the same as transportation
 - Salary includes the new Engineering Inspector
 - Staff Development includes the American Waterworks Conference and gives water certifications
 - Professional Services includes maintenance contracts, utility service contracts, central power contract, pump maintenance etc.
 - Tri County rates are anticipated at a 3% increase from the previous year
 - Meters will be replaced and water meters for the new houses are included
 - Roof and window repairs have been budgeted
 - Equipment is the same as discussed in transportation
 - Alderman West asked about the Capitol Equipment Land Acquisitions ; debt service for property at Sni-A-Bar Farms; part is in the General Fund and rest is split between Water and Sewer
- Change in budget will include the addition of a rubber tire loader

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- Mayor Todd asked if rubber tire loaders can be leased; possible but not common
 - Alderman Arnold asked if the department had to choose between the tire loader and the truck, what would the preference be; Mr. Arroyo would recommend the tire loader; Alderman Arnold recommends that only one is purchased this year and the tire loader is a safety issue; Mr. Hunt suggested that staff could look through the 2017 budget year to date for budget vs actuals to see if it could be amended; tire loader will, at a minimum, be out of service for the rest of the year and will not be put back into service until the safety issue can be identified
 - Mayor Todd suggested staff demo equipment to find the right fit; Mayor Todd would like more information on the loader and bucket truck so a decision can be made
 - Alderman Totton asked about the timeframe for determining liability on the excavator; hopefully more information will be learned in the next few weeks; Alderman Totton asked if the accident was a maintenance issue; regular maintenance has been performed
 - Alderman Headley asked if the employee was ok; details cannot be discussed at this time
 - Mr. Hunt asked what additional information would be needed on bucket truck; Mayor Todd would like more information on used options; Mayor Todd would prefer to make a new purchase on loader; Mr. Arroyo stated staff can try different loaders to see which horsepower is preferred; Alderman Arnold would prefer to wait a year on the bucket truck; Alderman Bamman would like to see what the numbers look like; Alderman Headley noted savings may be found; Mayor Todd directed staff to leave the equipment in budget but not make purchase until further discussion occurs; Alderman Headley suggested that part of the money could be allocated this year and part next year
 - Mayor Todd asked what would be replaced in 2019; loader was up in 2019 and no other equipment replacement is anticipated at this time
 - Mayor asked for consensus on leaving the truck in budget and approving later; budget will remain
 - Alderman Headley asked if there is need for additional dump truck; growth at this time doesn't cause need for another dump truck
- Mr. Hunt asked the Board to consider adding short term disability to the budget for staff; short term disability would add an estimated \$12,000/year to budget if provided by the City for all employees
 - Alderman Arnold asked for clarification on the plan; plan being considered is accessible on the 15th day of illness or accident and pays 60% of wages; after

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- term is up long-term disability can be used
- Alderman Headley asked how many employees have a large amount of sick leave; 10-20% are estimated to have a large amount built up
 - Alderman Arnold felt if it truly benefited employees he was for the addition but shared concerns about barriers he has heard of others experiencing with short term disability plans; Mayor Todd asked if policy can put in place to ensure employees can access the benefit
 - Alderman Totton asked if sick leave is paid out when an employee leaves the City; this depends on when the employee was hired; for those who receive a payout, the amount is a percentage based on how long they've been with the city
 - Board consensus was to add short term disability to the budget
- Alderman Bamman asked to review the highlights of significant added items:
 - Part Time Victim Advocate, most of cost is covered by a grant
 - Police Officer position with Salary and Benefits
 - Bridge Engineering and Design for \$40,000
 - Reduced budgeted amount for pavement sensors from \$6,000 to \$3,000
 - Change the repair of the tire loader to a replacement
 - Short Term Disability was added
 - Next steps: Staff will make changes and provide the Board with a new budget packet; final budget will occur in the next Board of Alderman meeting under previous business; first approval of the Budget will be the second meeting in November and final approval will be at the first meeting in December.

ITEM IV: ADJOURNMENT

- The meeting adjourned at 9:43 p.m.

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Minutes submitted by:

Theresa Osenbaugh
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,367.68		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	273.00		
		AFLAC	AFLAC AFTER TAX	64.47		
				AFLAC CRITICAL CARE	6.78	
				AFLAC PRETAX	184.69	
				AFLAC-W2 DD PRETAX	169.16	
			BLITT AND GAINES PC	VANDERLINDEN	112.31	
			MIDWEST PUBLIC RISK	DENTAL	123.90	
				OPEN ACCESS	177.81	
				HSA	313.42	
				HSA	705.08	
				HSA	216.68	
				VISION	18.97	
				VISION	17.99	
				VISION	53.25	
				VISION	23.01	
			HSA BANK	HSA - GRAIN VALLEY, MO	406.49	
				HSA - GRAIN VALLEY, MO	404.48	
			SHERIFFS RETIREMENT SYSTEM	COLLECTED FUNDS	15,730.04	
			CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	104.17	
			ICMA RC	ICMA 457 %	327.17	
				ICMA 457	349.24	
			INTERNAL REVENUE SERVICE	FEDERAL WH	6,441.73	
				SOCIAL SECURITY	3,743.78	
				MEDICARE	875.55_	
				TOTAL:	33,210.85	
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	76.62
				STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	6.00
				TAN-TAR-A RESORT	HOLLAND:LODGING FOR MML CO	280.74
					OSENBAUGH: LODGING FOR MML	280.74
				MIDWEST PUBLIC RISK	DENTAL	8.46
					HSA	110.56
GOVERNMENTJOBS.COM	ONLINE APP & NEW EMP			5,100.00		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			54.44		
	MEDICARE			12.73_		
	TOTAL:			5,930.29		
INFORMATION TECH	GENERAL FUND			NETSTANDARD INC	NOV MONTHLY IT SERVICES	1,217.61
		ONSTAR	MONTHLY REOCCURRING ONSTAR	10.00		
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	160.04		
			CELLULAR SERVICES 10/19-11	40.01_		
			TOTAL:	1,427.66		
BLDG & GRDS	GENERAL FUND	KCP&L	600 BUCKNER TARSNEY RD	27.57		
			800 MAIN (FAIRGROUND)	23.91		
			CAPPELL & FRONT	11.36		
			618 JAMES ROLLO CT	74.04		
			6100 S BUCKNER TARSNEY RD	20.78		
			618 JAMES ROLLO CT	16.87		
			711 MAIN ST	1,196.60		
			620 JAMES ROLLO CT	26.39		
		GENERAL ELEVATOR	NOV MONTHLY ELEVATOR SERV	93.80		
		SC REALTY SERVICES	JANITORIAL SUPPLIES	1,579.05_		
			TOTAL:	3,070.37		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
ADMINISTRATION	GENERAL FUND	KANSAS CITY STAR	400087445 2017-2018 RENEWA	409.52		
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	359.43		
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	27.00		
		AMAZON.COM	SAMSUNG 128GB SD CARD	64.99		
		PANERA BREAD	HUNT LUNCH: MARKETING STRA	18.41		
		FUN EXPRESS INC	6) 5FT POSABLE SKELETON	179.88		
		CLIPART OF LLC	TEMPLATE FOR FLIER	25.00		
		CHEDDARS RESTAURANT #8002	HUNT: MONTHLY LUNCH WITH D	17.76		
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	33.83		
			BULK GASOHOL/DIESEL	15.82		
		QUIKTRIP #00150	FUEL FOR HUNTS TRUCK	13.89		
		AFLAC	HUNT PREMIUMS	2.25		
			HUNT PREMIUMS	27.96		
			HUNT PREMIUMS	32.19		
		PAYPAL.COM	3) OCT 17 ASPA-GKC LUNCHEO	54.00		
		CHRISTMAS DONE BRIGHT	PEACE ON EARTH-BLUE LETTER	90.17		
		MIDWEST PUBLIC RISK	HSA	309.56		
			DENTAL	21.01		
			DENTAL	13.64		
			DENTAL	16.62		
			OPEN ACCESS	141.13		
			HSA	182.42		
			HSA	67.75		
			VISION	5.26		
		LOVES STORE 299	FUEL FOR RETURN TRIP FROM	10.00		
		FULLSTOP LEES SUMMIT	FUEL FOR HUNTS TRUCK	26.21		
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	110.41		
			CELLULAR SERVICES 10/19-11	624.96		
		CASEYS GENERAL STORE	FUEL FOR HUNTS TRUCK	29.09		
			BUDGET MEETING LUNCH	30.48		
		ICMA RC	EMPLOYEE DEDUCTIONS	103.00		
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	273.83		
			MEDICARE	64.06		
			TOTAL:	3,401.53		
		LEGAL	GENERAL FUND	JAMES T COOK	ATTORNEY FEES	500.00
				DYSART TAYLOR COTTER	GENERAL LEGAL FEES	1,321.69
				TOTAL:	1,821.69	
		FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
				MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	197.39
				STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	12.00
				DELUXE	2017 4-UP LASER W2/ENVELOP	137.76
MALLORY CHIESA-CULLUM	CHIESA: LODGING FOR GFOA C			201.10		
MIDWEST PUBLIC RISK	DENTAL			8.46		
	DENTAL			16.62		
	HSA			221.12		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			145.81		
	MEDICARE			34.10		
	TOTAL:	974.86				
COURT	GENERAL FUND	JAMES T COOK	PROSECUTOR FEES	2,025.00		
		JOHN R JACK	NOV 2017 JUDICIAL FEES	600.00		
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	152.03		
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	12.00		
		MIDWEST PUBLIC RISK	DENTAL	16.91		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DENTAL	2.05
			HSA	221.11
			HSA	29.55
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	109.86
			MEDICARE	25.70_
			TOTAL:	3,194.21
VICTIM SERVICES	GENERAL FUND	STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	12.00
		MIDWEST PUBLIC RISK	DENTAL	33.23
			HSA	479.82
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	51.78
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	85.65
			MEDICARE	20.03_
			TOTAL:	782.51
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	71.32
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	6.00
		MIDWEST PUBLIC RISK	DENTAL	16.62
			HSA	110.56
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	53.00
			MEDICARE	12.40_
			TOTAL:	269.90
POLICE	GENERAL FUND	US POSTAL SERVICE	SHIPPING	6.65
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,350.75
			MONTHLY CONTRIBUTIONS	372.99
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	276.00
		PANERA BREAD	LUNCH: BASICS OF ADVOCACY	14.51
		DOUBLETREE	REYNOLDS DINNER: TRAINING	9.59
			REYNOLDS: LODGING ADVOCATE	97.37
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	653.26
			BULK GASOHOL/DIESEL	82.38
			BULK GASOHOL/DIESEL	672.80
			BULK GASOHOL/DIESEL	39.62
			BULK GASOHOL/DIESEL	810.47
			BULK GASOHOL/DIESEL	76.27
		DOLLAR GENERAL-REGIONS 410526	NIGHT OUT AGAINST CRIME SU	12.49
		COMCAST	HIGH SPEED INTERNET	149.85
		VERIZON	VANDERLINDEN PHONE	54.54
		MIDWEST PUBLIC RISK	DENTAL	169.10
			DENTAL	365.53
			OPEN ACCESS	282.25
			OPEN ACCESS	612.49
			HSA	1,094.52
			HSA	2,653.32
			HSA	1,919.28
			HSA	422.33
			VIGLIATURO	84.02-
			ROUNDING	0.26-
			VIGLIATURO	1,238.23-
			ROUNDING	0.24-
			ROUNDING	0.01
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	795.84
			CELLULAR SERVICES 10/19-11	80.02
			CELLULAR SERVICES 10/19-11	205.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,624.23
			MEDICARE	613.73_
			TOTAL:	17,194.77
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	99.60
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	55.64
		MIDWEST PUBLIC RISK	DENTAL	16.91
			HSA	422.33
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	31.98
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	65.97
			MEDICARE	15.43_
			TOTAL:	719.86
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	454.80
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	34.80
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	37.87
			BULK GASOHOL/DIESEL	29.07
			BULK GASOHOL/DIESEL	81.70
		MIDWEST PUBLIC RISK	DENTAL	39.60
			DENTAL	18.28
			HSA	200.66
			HSA	517.75
		HALFMOON LLC	CONSTRUCTION LAW	279.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	331.00
			MEDICARE	77.43_
			TOTAL:	2,101.96
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	374.40
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.38
			AFLAC-W2 DD PRETAX	18.66
		MIDWEST PUBLIC RISK	DENTAL	19.32
			HSA	162.52
			VISION	4.13
		HSA BANK	HSA - GRAIN VALLEY, MO	24.50
			HSA - GRAIN VALLEY, MO	153.54
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	229.16
			FLEX PLAN	91.67
		ICMA RC	ICMA 457 %	149.71
			ICMA 457	383.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,176.23
			SOCIAL SECURITY	2.64
			SOCIAL SECURITY	816.36
			MEDICARE	0.62
			MEDICARE	190.94_
			TOTAL:	3,816.26
PARK ADMIN	PARK FUND	NETSTANDARD INC	NOV MONTHLY IT SERVICES	202.94
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	477.62
		AT&T	Internet to Park Maint.	60.00
			Internet to Park Maint.	0.81
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	32.40
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	65.36
			BULK GASOHOL/DIESEL	184.07
			BULK GASOHOL/DIESEL	211.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		MIDWEST PUBLIC RISK	HSA	61.91
			DENTAL	4.20
			DENTAL	5.07
			DENTAL	73.10
			OPEN ACCESS	28.23
			HSA	766.16
			HSA	66.33
			VISION	1.05
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	51.78
		ICMA RC	EMPLOYEE DEDUCTIONS	20.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	321.63
			MEDICARE	75.23_
			TOTAL:	2,722.27
PARKS STAFF	PARK FUND	FELDMANS FARM & HOME	Whisper Generator	899.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	253.78
		KCP&L	ARMSTRONG PARK 041503	177.17
			ARMSTRONG PARK DR	43.65
			ARMSTRONG PARK 098095	66.29
			800 MAIN (FAIRGROUND)	23.91
			ARMSTRONG PARK 017576	241.87
			28605 E HWY AA #4	34.82
			28605 E HWY AA #3	23.91
			28605 E HWY AA B3	24.70
			28605 E HWY AA #2	23.91
			JAMES ROLLO SHELTER #2	52.89
			MAIN-ARMSTRONG SHELTER 1	23.91
			618 JAMES ROLLO CT	37.02
			ARMSTRONG PARK	33.93
			6100 BUCKNER TARSNEY RD	77.45
			618 JAMES ROLLO CT	8.44
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	36.00
		MIDWEST PUBLIC RISK	DENTAL	33.82
			HSA	442.22
		ACME BRICK	ADOPT-A-BRICK	20.00
		REGAL PLASTIC SUPPLY CO	MESSAGE BOARD AT BUTTERFLY	174.00
		T & W STEEL CO	MESSAGE BOARD SUPPLIES	77.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	251.40
			MEDICARE	58.81_
			TOTAL:	3,140.50
RECREATION	PARK FUND	SAMS CLUB/GEGRB	CONC PRODUCT & SUPPLIES	12.04
			CONC PRODUCT & SUPPLIES	71.72
		JONATHAN ESTRADA	10/09-10/22 UMPIRE FEES	60.00
		ANNA ROMO	10/09-10/22 UMPIRE FEES	90.00
		ROBERT HAMMOND	10/09-10/22 UMPIRE FEES	125.00
		ERIC KREISLER	10/09-10/22 UMPIRE FEES	385.00
		COLE KELLER	10/09-10/22 UMPIRE FEES	60.00
		JENNIFER DAWN WAHN	10/09-10/22 UMPIRE FEES	60.00
		AUSTIN BRAY	10/09-10/22 UMPIRE FEES	170.00
		RICHARD S REICKARD	10/09-10/22 UMPIRE FEES	70.00
		JOHN BRADY	10/09-10/22 UMPIRE FEES	70.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	63.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE	14.90_
			TOTAL:	1,252.38
COMMUNITY CENTER	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	138.35
		KCP&L	713 MAIN ST	1,407.95
			713 MAIN #A	157.08
		WALMART COMMUNITY	9V BATTERIES FOR CC DOORS	28.44
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	12.00
		AUTHORIZE.NET	SEPT 17 SIGNUPS	47.20
		MIDWEST PUBLIC RISK	DENTAL	16.91
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	51.78
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2.64
			SOCIAL SECURITY	179.61
			MEDICARE	0.62
			MEDICARE	42.00
		BILLS FLOOR MACHINE SERVICE	CC FLOOR BUFFER NEEDED REP	104.80_
			TOTAL:	2,189.38
POOL	PARK FUND	MIDWEST POOL MANAGEMENT	Pool Loungers (12)	2,805.80_
			TOTAL:	2,805.80
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	131.17
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	45.00
		AFLAC	AFLAC PRETAX	6.66
			AFLAC-W2 DD PRETAX	13.75
		MIDWEST PUBLIC RISK	DENTAL	10.89
			OPEN ACCESS	19.76
			HSA	19.35
			HSA	109.72
			VISION	1.86
			VISION	1.50
			VISION	8.27
		HSA BANK	HSA - GRAIN VALLEY, MO	8.00
			HSA - GRAIN VALLEY, MO	36.48
		ICMA RC	ICMA 457	38.19
		INTERNAL REVENUE SERVICE	FEDERAL WH	444.33
			SOCIAL SECURITY	225.65
			MEDICARE	52.78_
			TOTAL:	1,173.36
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	NOV MONTHLY IT SERVICES	121.76
		AMERICAN SWEEPING INC	CITY STREET SWEEPING	5,525.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	318.86
		KCP&L	655 SW EAGLES PKWY	36.71
			GRAIN VALLEY ST LIGHTS	7,382.02
			GRAIN VALLEY STREET LT	6,824.33
			GRAIN VALLEY ST LGHTS	76.04
			618 JAMES ROLLO CT	74.04
			AA HWY & SNI-A-BAR BLVD	34.33
			618 JAMES ROLLO CT	16.87
			711 MAIN ST	102.56
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	28.20
		GENERAL ELEVATOR	NOV MONTHLY ELEVATOR SERV	8.04
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	47.62
			BULK GASOHOL/DIESEL	122.15
			BULK GASOHOL/DIESEL	143.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		BARBOUR CONCRETE CO	CURB INLET	1,189.00
		MIDWEST PUBLIC RISK	DENTAL	18.46
			DENTAL	41.13
			OPEN ACCESS	93.14
			OPEN ACCESS	56.45
			HSA	91.21
			HSA	197.13
			HSA	377.95
		HSA BANK	HSA - GRAIN VALLEY, MO	15.00
		G W VAN KEPPEL CO	ECR58D MINI EXCAVATOR	9,566.00
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	24.75
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	225.67
			MEDICARE	52.79
			TOTAL:	32,810.75
PUBLIC HEALTH	PUBLIC HEALTH	PIZZA HUT	HHW EVENT LUNCH	162.17
			TOTAL:	162.17
TIF-OLD TOWN MKT PLACE	OLD TOWNE TIF	OLD TOWNE MARKETPLACE LLC	2ND QTR COUNTY	8,043.91
			3RD QTR CITY SALES	26,951.07
			TOTAL:	34,994.98
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK	MKTPL TIF, PRO #2, SALES,	698.27
			MKTPL TIF, PRO #2, SALES,	4,189.60
			MKTPL TIF, PRO #2, SALES,	5,914.40
			TOTAL:	10,802.27
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK	MKTPL TIF, PRO #2, SALES,	8,749.16
			TOTAL:	8,749.16
INVALID DEPARTMENT	MKT PL CID-PROJECT	LAUBER MUNICIPAL LAW LLC	AUG INTERCHANGE TIF PRO3	4,103.75
			TOTAL:	4,103.75
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	919.25
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	180.00
		AFLAC	AFLAC PRETAX	40.56
			AFLAC-W2 DD PRETAX	112.50
		MISCELLANEOUS	HUBBARD PROPERTY DEV	10-243200-05
			HUBBARD, RAY	10-243300-01
			HUBBARD, RAY	10-243500-01
			HUBBARD PROPERTY DEV	10-378800-05
			HOOD, LORI	10-412510-00
			JENSEN, MONICA	10-503820-02
			JEFF HANDY CONSTRUCT	10-900960-00
			WIESEMANN PROPERTIES	20-121100-07
			CARROLL, MARTIN	20-260160-03
			KEENEY, WILLIAM AND	20-701350-10
			KEENEY, WILLIAM AND	20-701360-09
			KEENEY, WILLIAM AND	20-701370-09
			KEENEY, WILLIAM AND	20-701380-08
			SCOTT, CLINT	20-709890-01
			BANDY, SHAWNIRELLA	20-121300-18
			COOMBS, TERRY	20-121800-04
			DONNER, CHRISTINE	20-151411-00
			CHALFANT, DAVID	20-151601-00
			KURTZ, GINGER	20-151990-01
				9.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		RODRIGUEZ, FRAN	20-260080-00	17.49
		SCHLICHTING, TIM	20-567541-04	59.03
		SALLEE HOMES	20-568060-00	15.54
		BUSER, PAULA	20-606471-01	32.00
		RINACKE, KEVIN	20-621910-01	2.63
		CUTSHALL, KAYLA	20-701070-09	7.48
		ARNDT, MITCHEL	20-701901-04	1.74
		ARNDT, MITCHEL	20-701910-08	1.74
		SMITH, CODEY	20-702070-09	25.58
		MIDWEST PUBLIC RISK	DENTAL	74.17
			OPEN ACCESS	79.02
			HSA	123.83
			HSA	578.20
			HSA	108.34
			VISION	8.93
			VISION	13.88
			VISION	33.16
			VISION	7.67
		HSA BANK	HSA - GRAIN VALLEY, MO	143.50
			HSA - GRAIN VALLEY, MO	308.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	83.33
		ICMA RC	ICMA 457 %	210.21
			ICMA 457	284.57
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,122.71
			SOCIAL SECURITY	1,616.79
			MEDICARE	378.10_
			TOTAL:	9,728.87
WATER	WATER/SEWER FUND	NETSTANDARD INC	NOV MONTHLY IT SERVICES	243.52
		PEREGRINE CORPORATION	OCT MONTHLY BILLS	635.21
			OCT MONTHLY BILLS	125.27
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,127.91
		KCP&L	825 STONEBROOK DR	76.00
			1301 TYER RD UNIT A	61.51
			618 JAMES ROLLO CT	92.55
			110 SNI-A-BAR BLVD	58.54
			1301 TYER RD UNIT B	395.28
			618 JAMES ROLLO CT	21.09
			618 JAMES ROLLO CT UNIT B	1,849.88
			711 MAIN ST	205.13
			1012 STONEBROOK LN	81.37
		ETS CORPORATION	SEPT MONTHLY FEES	940.94
			SEPT MONTHLY FEES	701.24
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	94.80
		GENERAL ELEVATOR	NOV MONTHLY ELEVATOR SERV	16.08
		DELUXE	BOOKED DEPOSIT TICKETS	44.85
		BLUE SPRINGS WINWATER CO	AUTO FLUSH DEVICE	3,200.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	112.12
			BULK GASOHOL/DIESEL	252.17
			BULK GASOHOL/DIESEL	287.08
		QUIKTRIP #00150	FUEL FOR HUNTS TRUCK	6.95
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		MIDWEST PUBLIC RISK	HSA	123.82
			DENTAL	8.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DENTAL	54.60
			DENTAL	140.42
			OPEN ACCESS	186.29
			OPEN ACCESS	169.35
			HSA	291.88
			HSA	681.06
			HSA	995.79
			HSA	211.17
			ARROYO	100.40
			VISION	2.10
		HSA BANK	HSA - GRAIN VALLEY, MO	30.00
		G W VAN KEPPEL CO	ECR58D MINI EXCAVATOR	19,132.00
		ONSTAR	MONTHLY REOCCURRING ONSTAR	5.00
		SC REALTY SERVICES	JANITORIAL SUPPLIES	95.70
		FULLSTOP LEES SUMMIT	FUEL FOR HUNTS TRUCK	13.10
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	49.51
		MIRROR IMAGE EXPRESS CARWASH	HUNT REOCCURRING MONTHLY CH	18.50
		CASEYS GENERAL STORE	FUEL FOR HUNTS TRUCK	14.55
		ICMA RC	EMPLOYEE DEDUCTIONS	41.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	808.39
			MEDICARE	189.05
			TOTAL:	34,016.73
SEWER	WATER/SEWER FUND	NETSTANDARD INC	NOV MONTHLY IT SERVICES	243.52
		PEREGRINE CORPORATION	OCT MONTHLY BILLS	635.20
			OCT MONTHLY BILLS	125.27
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,127.87
		KCP&L	925 STONE BROOK DR	23.91
			WOODLAND DR	130.39
			405 JAMES ROLLO DR	284.95
			1326 GOLFFVIEW DR	54.27
			618 JAMES ROLLO CT	92.53
			WINDING CREEK SEWER	23.91
			618 JAMES ROLLO CT	21.07
			711 MAIN ST	205.13
			1201 SEYMOUR RD	23.91
			110 NW SNI-A-BAR PKWY	23.91
			1017 ROCK CREEK LN	23.91
		ETS CORPORATION	SEPT MONTHLY FEES	940.93
			SEPT MONTHLY FEES	701.24
		STANDARD INSURANCE CO	NOV 17 STANDARD LIFE	94.80
		GENERAL ELEVATOR	NOV MONTHLY ELEVATOR SERV	16.08
		DELUXE	BOOKED DEPOSIT TICKETS	44.86
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	112.12
			BULK GASOHOL/DIESEL	252.17
			BULK GASOHOL/DIESEL	287.08
		QUIKTRIP #00150	FUEL FOR HUNTS TRUCK	6.95
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		MIDWEST PUBLIC RISK	HSA	123.83
			DENTAL	8.40
			DENTAL	54.63
			DENTAL	140.38
			OPEN ACCESS	186.29
			OPEN ACCESS	169.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			HSA	291.87
			HSA	681.06
			HSA	995.81
			HSA	211.16
			VISION	2.11
		HSA BANK	HSA - GRAIN VALLEY, MO	30.00
		G W VAN KEPPEL CO	ECR58D MINI EXCAVATOR	19,132.00
		ONSTAR	MONTHLY REOCCURING ONSTAR	5.00
		SC REALTY SERVICES	JANITORIAL SUPPLIES	95.70
		FULLSTOP LEES SUMMIT	FUEL FOR HUNTS TRUCK	13.10
		VERIZON WIRELESS	CELLULAR SERVICES 10/19-11	49.51
		MIRROR IMAGE EXPRESS CARWASH	HUNT REOCCURING MONTHLY CH	18.50
		CASEYS GENERAL STORE	FUEL FOR HUNTS TRUCK	14.55
		ICMA RC	EMPLOYEE DEDUCTIONS	41.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	808.37
			MEDICARE	188.98
			TOTAL:	28,782.73
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	114.71
		VISA-CARD SERVICES 1523	VISA-CARD SERVICES 1523	441.17
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	1,383.12
		VISA-CARD SERVICES 9024	VISA-CARD SERVICES 9024	6.65
		VISA-CARD SERVICES 0749	VISA-CARD SERVICES 0749	296.55
		VISA-CARD SERVICES 1028	VISA-CARD SERVICES 1028	542.21
			TOTAL:	2,784.41
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	54.56
		HAMPEL OIL INC	CJC FUEL	240.44
			CJC FUEL	179.57
			CJC FUEL	360.47
		TIMOTHY KILGORE	SMITH RESTITUTION	275.00
		SHERIFFS RETIREMENT SYSTEM	OCT 17 SHERIFF RETIREMENT	363.19
		HOPE HOUSE	OCT 17 DOMESTIC VIOLENCE	484.00
		MO DEPT OF REVENUE	OCT 2017 CVC FUND	841.34
		MO DEPT OF PUBLIC SAFETY	OCT 2017 TRAINING FUND	118.00
			TOTAL:	2,916.57
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	DAVIS SCREENING	45.00
		SAMS CLUB/GEGRB	CAKE FOR 25TH ANNV EMPLOYM	39.98
		WAGWORKS	OCT 17 MONTHLY ADMIN/COMP	63.50
		THE EXAMINER	TIF ANNUAL STATEMENT	119.07
		GRAIN VALLEY ECONOMIC	OCT LUNCHEON	20.00
			TOTAL:	287.55
INFORMATION TECH	GENERAL FUND	OFFICE DEPOT	EXTERNAL DRIVE	289.98
		HOME DEPOT CREDIT SERVICES	THERMOSTAT WIRE/ WIRE STRI	98.79
			TOTAL:	388.77
BLDG & GRDS	GENERAL FUND	OFFICE DEPOT	LINER/12PK BOXES/WALL ERAS	53.80
		PROGRESSIVE ELECTRONICS	4TH QTR MONITORING	117.60
		ORKIN	06/15/15 SERVICE	66.64
		KORNIS ELECTRIC SUPPLY INC	60) T8 LAMP 41K	132.00
			TOTAL:	370.04
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85075881	75.55
			ADMIN C85075927	97.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		ORI	2) SPECIAL EVENT UNITS	325.00
		SAMS CLUB/GECRB	CAKE FOR 25TH ANNV EMPLOYM	9.88
			TRAIL OR TREAT CANDY	145.02
			REFUND OF CANDY	24.96-
		WALMART COMMUNITY	FABRIC/FOAM BRUSH/MS CAFE	88.34
			DRINKS FOR TRAIL OR TREAT	47.64
			HAND WARMERS	9.85
		OFFICE DEPOT	LINER/12PK BOXES/WALL ERAS	1.97
			PAPER/BATTERY/ENVELOPE	27.50
		LOWES	4FT X 100 ORANGE FENCING	281.82
		KORNIS ELECTRIC SUPPLY INC	20) AA BATTERIES	17.49
			REPAIRS TO DAMAGED LIGHT T	71.63
		HOME DEPOT CREDIT SERVICES	4' X 100' LANDSCAPE FABRIC	25.98
			4) 2IN X 27 FT HEAVY DUTY	41.88
			SALES TAX REFUND	1.94-
			15) 1X2-8FT STRIP/11) 1-1/	21.92
			PAINT FOR HAYBALES	7.74
			EXT FLAT BASE/BLK PLASTIC	60.72
			LIGHTS	41.22
			LIGHTS	69.12
			TRAIL OR TREAT T-POSTS	349.00
			10) 5.00MM 4X8 UNDERLAYMEN	223.52
		MISCELLANEOUS	DAVE BARKER:	80.00
		GRAIN VALLEY ECONOMIC	OCT LUNCHEON	30.00_
			TOTAL:	2,123.12
ELECTED	GENERAL FUND	MISCELLANEOUS	PATHWAYS OF HONOR:	200.00_
			TOTAL:	200.00
FINANCE	GENERAL FUND	OFFICE DEPOT	LINER/12PK BOXES/WALL ERAS	7.85_
			TOTAL:	7.85
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING SEPT 2017	35.00
		ETS CORPORATION	MONTHLY CREDIT CARD FEES	27.61_
			TOTAL:	62.61
FLEET	GENERAL FUND	ADVANCE AUTO PARTS	THREAD LOCK	6.64
			ATF DEX VI 1 QT CQOIL	35.94
			4) OIL 30W-HD 1 QT	8.76
			OIL-ENGINE 5 QT	29.99
			1/4" X 25' FUEL HOSE	1.76
			MALE TERM 16-14 GA	2.84
			24) BRAKE CLEANER	47.76
		OREILLY AUTOMOTIVE INC	55 GAL OD	50.00
			ENAMEL PAINT	5.99
			HOSE MENDER	1.58
			PUSHON MENDER	7.91
			TERM HOUSING/TERM SEAL	11.02
			XTRA SLIK	9.12
			2) NITRILE GLOVES	29.30
			10) MOLY GREASE	39.90
			LED WORK LT/80OZ DSLSPMT	44.98
		GOODYEAR COMMERCIAL TIRE	4) GY 235/70R16	314.04
		MO DEPT OF REVENUE	WF8E6E/ 5WX226 PLATE RENEW	83.50
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	9.63
			PW/WOLTZ UNIFORMS	9.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			PW/WOLTZ UNIFORMS	9.63
		ALLIED OIL & TIRE COMPANY	55 GL SB 5W20 ALLIED MOTOR	473.00_
			TOTAL:	1,232.92
POLICE	GENERAL FUND	CITY OF BLUE SPRINGS	IPMBA POLICE COURSE: WERGE	235.90
		RICOH USA INC	PD C85075912	111.82
			PD C85075921	14.41
			PD C85075930	60.28
		ADVANCE AUTO PARTS	AIR FILTER/CABIN FILTER	21.33
		OFFICE DEPOT	PAPER/BATTERY/ENVELOPE	27.50
		GOODYEAR COMMERCIAL TIRE	3) GY 245/55R18 EAG RSA VS	409.56
		MISCELLANEOUS	OAK GROVE POLICE DEPT:	207.09
		MO DEPT OF REVENUE	WF8E6E/ 5WX226 PLATE RENEW	73.50
		EMBLEM ENTERPRISES INC	300) GV POLICE PATCHES	436.70_
			TOTAL:	1,598.09
ANIMAL CONTROL	GENERAL FUND	ADVANCE AUTO PARTS	CABIN AIR FILTER	10.05_
			TOTAL:	10.05
PLANNING & ENGINEERING	GENERAL FUND	ADVANCE AUTO PARTS	ENG MNT FNT RT	80.00
		OFFICE DEPOT	PAPER/BATTERY/ENVELOPE	35.04
		OREILLY AUTOMOTIVE INC	RANGURD BEAM/WIPER BLADES	27.94
		EARL MADISON COMPANY LLC	613 THIEME ST	50.00
			509 FRONT ST	75.00
			511 SOUTH ST	50.00
			706 SHORTHORN	100.00
			608 SW JOSEPH CIR	75.00
			1507 RUST RD	150.00
			406 WALNUT	50.00
			716 NW SCENIC LN	50.00
			718 NW SCENIC LN	50.00_
			TOTAL:	792.98
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	18.34
		MISCELLANEOUS	SAMANTHA FLETCHER:	150.00
			NANCY ANDERSON:	45.00
			MARY MURRY:	50.00_
			TOTAL:	263.34
PARK ADMIN	PARK FUND	WALMART COMMUNITY	ANNUAL PARK BOARD LUNCHEON	155.35
		GRAIN VALLEY ECONOMIC	OCT LUNCHEON	10.00
		MIDWEST PUBLIC RISK OF MO	PLAYGROUND TRAINING: CHANC	275.00_
			TOTAL:	440.35
PARKS STAFF	PARK FUND	GARY S KLEOPPEL	PARK MAINT BUILDING SPRING	319.25
		ADVANCE AUTO PARTS	OIL FILTER/SPARK PLUG	5.74
		SHERWIN WILLIAMS	PAINT SPRAYER/PAINT	9.29
		SITEONE LANDSCAPE SUPPLY LLC	50# SHADE SEED MIX	116.13
		FASTENAL COMPANY	S/S HCS 3/8-16 X 7	8.64
		WEST CENTRAL ELECTRIC COOP INC	09/26-10/27 BALLPARK COMPL	1,650.41
		HOME DEPOT CREDIT SERVICES	TOILET REPAIR/TRASH GRABBE	56.91
		LAWN & LEISURE	WEEDEATER REPAIR	19.99
		GREGS LOCK & KEY SERVICE INC	NEW LOCK FOR GARAGE DOOR A	103.00
		AES LAWNPARTS	FILTER CARTRIDGE/STARTER A	88.57
		LAWN & LEISURE	CHAINSAW	471.99_
			TOTAL:	2,849.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
RECREATION	PARK FUND	SAMS CLUB/GEGRB	CONCESSION HOT CHOCOLATE	11.76
			CONCESSION CUPS	16.48
			CONCESSION PRODUCTS	167.04
		GRAIN VALLEY MARKET	HOT DOGS FOR CONCESSIONS	5.94_
			TOTAL:	201.22
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	10/11-11/01 SILVERSNEAKERS	225.00
			10/16-10/30 SILVERSNEAKERS	75.00
		RICOH USA INC	COMM CTR C85075928	28.57
			COMM CTR C85075922	15.20
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	84.56
		SHERWIN WILLIAMS	PAINT SPRAYER/PAINT	29.17
		WALMART COMMUNITY	PRINCESS PARTY SUPPLIES	14.64
			PRINCESS PARTY SUPPLIES	12.47
		ETS CORPORATION	MONTHLY CREDIT CARD FEES	172.09
		MISCELLANEOUS	JAY GRAY:	75.00
		FREDAH JOHNSTON	10/12-10/31 LINE DANCING	166.00_
			TOTAL:	897.70
		TRANSPORTATION	TRANSPORTATION	CARTER WATERS
RICOH USA INC	PW C85075929			2.00
FELDMANS FARM & HOME	50# K-31 FESCUE			59.99
COOPER TRAILER CORRAL LLC	4) RED 6IN OVAL DBL ROW LE			15.95
ADVANCE AUTO PARTS	4) OIL 15W40 / FUEL 1 EA C			41.84
	4) SPARK PLUG			1.88
	FUEL/ LUBE/WIPER BLADE			39.99
	POWER STEERING			3.65
	2) POWER STEERING			7.30
OFFICE DEPOT	PAPER/BATTERY/ENVELOPE			8.95
OREILLY AUTOMOTIVE INC	HYD FILTER			1.39
	WIX 57131			1.69
	WORK LIGHT			15.99
	10)1GAL MOTOR OIL			23.98
	AUTRAN SYN			35.99
PROGRESSIVE ELECTRONICS	4TH QTR MONITORING			10.08
ORKIN	06/15/15 SERVICE			5.72
	SERVICE 10/17/17			10.92
VANCE BROTHERS INC	VIRGIN SURFACE MIX			220.00
AUSTIN GLASS CONNECTION INC	WINDSHIELD			45.00
FASTENAL COMPANY	TRUCK MDM FIRST AID KIT			8.04
USABLUBOOK	SAMPLE CELLS/REPL SAMPLE C			12.38
COMMENCO INC	FCC LICENSING ASSISTANCE			27.50
HOME DEPOT CREDIT SERVICES	4' X 100' LANDSCAPE FABRIC			29.97
	4' X 100' LANDSCAPE FABRIC			7.14
	4) 2IN X 27 FT HEAVY DUTY			7.98
LAWN & LEISURE	DEKO VALVE			5.85
	2) THRUST WASHER			11.06
KC WHOLESALE	KING PIN			82.36
	BELT			23.03
MISCELLANEOUS	DENT CONNECTION:			40.00
CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS			22.61
	PW/WOLTZ UNIFORMS			22.61
	PW/WOLTZ UNIFORMS			22.91
SUMMIT TRUCK GROUP	FILTER-HYDRAULIC			26.09
	SWITCH, IGNITION			17.37
RICHARD L MAHAN TRUCKING	1/2" CLEAN	362.52		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MOLLE CHEVROLET INC	RESERVOIR	28.46
			ROD/CAP	40.16_
			TOTAL:	1,510.52
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.34_
			TOTAL:	8.34
WATER	WATER/SEWER FUND	RICOH USA INC	PW C85075929	4.00
			CD C85075926	29.69
		COOPER TRAILER CORRAL LLC	4) RED 6IN OVAL DBL ROW LE	31.90
		ADVANCE AUTO PARTS	4) OIL 15W40 / FUEL 1 EA C	83.67
			4) SPARK PLUG	3.78
			FUEL/ LUBE/WIPER BLADE	79.97
			POWER STEERING	7.29
			2) POWER STEERING	14.58
		VANCO SERVICES LLC	OCT 17 GATEWAY ES20605	75.55
		OFFICE DEPOT	LINER/12PK BOXES/WALL ERAS	45.23
			PAPER/BATTERY/ENVELOPE	82.25
		OREILLY AUTOMOTIVE INC	HYD FILTER	2.77
			WIX 57131	3.38
			WORK LIGHT	32.00
			10)1GAL MOTOR OIL	47.96
			AUTRAN SYN	72.00
		PROGRESSIVE ELECTRONICS	4TH QTR MONITORING	20.16
		ORKIN	06/15/15 SERVICE	11.42
			SERVICE 10/17/17	21.84
		MISSOURI ONE CALL SYSTEM INC	SEPT 222 LOCATES	288.60
		BLUE SPRINGS WINWATER CO	261-00069015-000 SS FCC	145.00
			2) 12-15 PLST END SECTION	330.00
			2) 12-15 PLST END SECTION	330.00
		AUSTIN GLASS CONNECTION INC	WINDSHIELD	90.00
		FASTENAL COMPANY	TRUCK MDM FIRST AID KIT	16.10
		USABLUBOOK	SAMPLE CELLS/REPL SAMPLE C	24.76
			SAMPLE CELLS/REPL SAMPLE C	136.66
		COMMENCO INC	FCC LICENSING ASSISTANCE	55.00
		HOME DEPOT CREDIT SERVICES	4' X 100' LANDSCAPE FABRIC	14.29
			4) 2IN X 27 FT HEAVY DUTY	1.78
			4) 2IN X 27 FT HEAVY DUTY	15.95
			SALES TAX REFUND	1.93-
			15) 1X2-8FT STRIP/11) 1-1/	22.31
		LAWN & LEISURE	DEKO VALVE	11.69
			2) THRUST WASHER	22.13
		KC WHOLESALE	KING PIN	164.70
			BELT	46.06
		MISCELLANEOUS	DENT CONNECTION:	80.00
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	45.20
			PW/WOLTZ UNIFORMS	45.20
			PW/WOLTZ UNIFORMS	45.83
		SUMMIT TRUCK GROUP	FILTER-HYDRAULIC	52.19
			SWITCH, IGNITION	34.72
		MOLLE CHEVROLET INC	RESERVOIR	56.91
			ROD/CAP	80.31_
			TOTAL:	2,822.90
SEWER	WATER/SEWER FUND	CITY OF BLUE SPRINGS	3RD QTR SEWER JUL-SEP 2017	135,165.91
		RICOH USA INC	PW C85075929	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CD C85075926	29.70
		COOPER TRAILER CORRAL LLC	4) RED 6IN OVAL DBL ROW LE	31.90
		ADVANCE AUTO PARTS	4) OIL 15W40 / FUEL 1 EA C	83.67
			4) SPARK PLUG	3.78
			FUEL/ LUBE/WIPER BLADE	79.97
			POWER STEERING	7.29
			2) POWER STEERING	14.58
		VANCO SERVICES LLC	OCT 17 GATEWAY ES20605	75.55
		OFFICE DEPOT	LINER/12PK BOXES/WALL ERAS	45.23
			PAPER/BATTERY/ENVELOPE	82.26
		OREILLY AUTOMOTIVE INC	HYD FILTER	2.77
			WIX 57131	3.38
			WORK LIGHT	32.00
			10)1GAL MOTOR OIL	47.96
			AUTRAN SYN	72.00
		PROGRESSIVE ELECTRONICS	4TH QTR MONITORING	20.16
		ORKIN	06/15/15 SERVICE	11.42
			SERVICE 10/17/17	21.85
		AUSTIN GLASS CONNECTION INC	WINDSHIELD	90.00
		FASTENAL COMPANY	TRUCK MDM FIRST AID KIT	16.10
		USABLUBOOK	SAMPLE CELLS/REPL SAMPLE C	24.76
		COMMENCO INC	FCC LICENSING ASSISTANCE	55.00
		HOME DEPOT CREDIT SERVICES	4' X 100' LANDSCAPE FABRIC	14.29
			4) 2IN X 27 FT HEAVY DUTY	15.95
		LAWN & LEISURE	DEKO VALVE	11.69
			2) THRUST WASHER	22.13
		KC WHOLESALE	KING PIN	164.70
			BELT	46.06
		MISCELLANEOUS	DENT CONNECTION:	80.00
		DEVELOPERS HELPERS LLC	8) TOP SOIL	200.00
		CINTAS CORPORATION # 430	PW/ WOLTZ UNIFORMS	45.20
			PW/WOLTZ UNIFORMS	45.20
			PW/WOLTZ UNIFORMS	45.83
		SUMMIT TRUCK GROUP	FILTER-HYDRAULIC	52.19
			SWITCH, IGNITION	34.72
		MOLLE CHEVROLET INC	RESERVOIR	56.91
			ROD/CAP	80.31_
			TOTAL:	136,936.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
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===== FUND TOTALS =====

100	GENERAL FUND			84,091.01
200	PARK FUND			20,579.12
210	TRANSPORTATION			35,494.63
230	PUBLIC HEALTH			162.17
250	OLD TOWNE TIF			34,994.98
302	MKTPL TIF-PR#2 SPEC ALLOC			10,802.27
321	MKT PL CID-PR2 SALES/USE			8,749.16
323	MKT PL CID-PROJECT #3			4,103.75
600	WATER/SEWER FUND			212,295.99
999	POOLED CASH FUND			2,784.41

 GRAND TOTAL: 414,057.49

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 10/14/2017 THRU 11/03/2017
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

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Ordinances

INTENTIONALLY LEFT BLANK

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	11/13/2017	
BILL NUMBER	B17-24	
AGENDA TITLE	AN ORDINANCE CALLING AN ELECTION IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 3, 2018	
REQUESTING DEPARTMENT	City Administrator	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	\$17,000
	Budget Line Item:	100-11-78400
	Balance Available:	\$17,000 (2018 Fiscal Year Budget)
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To give notice of the annual City of Grain Valley, Missouri General Municipal Election	
BACKGROUND	Notice, via ordinance, must be issued by the City Clerk, as the election authority, before candidates can file for election as required by Missouri State Statute	
SPECIAL NOTES	The first day for candidates to file for the General Municipal Election will be Tuesday, December 12, 2017 beginning at 8:00AM and the last day for candidacy filing will be Tuesday, January 16, 2018 at 5:00PM. Candidates date of filing will be recorded and their names shall appear on the ballots in that order per Section 105.020 of the Grain Valley Municipal Code.	
ANALYSIS	Not Applicable	
PUBLIC INFORMATION PROCESS	Notice of City of Grain Valley, Missouri General Municipal Election will be posted in The Examiner on Tuesday, December 5, 2017, outside City Hall, and on the City's webpage.	

BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance & 2018 Missouri Election Calendar

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B17-24

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

INTRODUCED BY:
ALDERMAN BAMMAN

**AN ORDINANCE CALLING AN ELECTION IN THE CITY OF GRAIN VALLEY,
MISSOURI ON APRIL 3, 2018**

WHEREAS, it is necessary and proper for the City of Grain Valley, Missouri to hold regular elections in accordance with the revised statutes of the State of Missouri and the City of Grain Valley, Missouri Municipal Code of Ordinances; and

WHEREAS, the City Clerk, as the Election Official for the City of Grain Valley, is required by Missouri State statute to propose an ordinance calling a municipal election.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: An election is hereby called for the 3rd day of April, 2018 for the purpose of electing Alderman Ward I for a two year term.

SECTION 2: An election is hereby called for the 3rd day of April, 2018 for the purpose of electing Alderman Ward II for a two year term.

SECTION 3: An election is hereby called for the 3rd day of April, 2018 for the purpose of electing Alderman Ward III for a two year term.

SECTION 4: An election is hereby called for the 3rd day of April, 2018 for the purpose of electing Mayor for a two year term.

Read two times and PASSED by the Board of Aldermen this _____ day of _____, _____, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD _____

ALDERMAN BAMMAN _____

ALDERMAN COLEMAN _____

ALDERMAN HEADLEY _____

ALDERMAN TOTTON _____

ALDERMAN WEST _____

MAYOR _____

(in the event of a tie only)

Approved as to form:

James Cook
City Attorney

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

2018 Missouri Election Calendar

Official Election Day	Last Day to Register to Vote	Style of Election	First Day for Candidate Filing**	Last Day for Candidate Filing**	Final Certification Day	First Day for Absentee Voting	Last Day Absentee Ballot can be mailed
(RSMo 115.121; 115.123*; 247.180)	(RSMo 115.135.1) (4th Wednesday prior to the election)	(RSMo 115.121; 115.123*; 247.180)	(RSMo 115.127.5) (16th Tuesday prior to the election)*** Primary (RSMo 115.349.2)	(RSMo 115.127.5) (11th Tuesday prior to the election) Primary (RSMo 115.349.1)	(RSMo 115.125) (10th Tuesday prior to the election)	(RSMo 115.279.3; 115.281.1) (6th Tuesday prior to the election) [Military & Overseas]	(RSMo 115.279.3) (Wednesday prior to the election)
February 6, 2018	January 10, 2018	Special Bond/Primary Municipal	October 17, 2017 [October 24, 2017]	November 21, 2017	November 28, 2017	December 26, 2017 [December 23, 2017]	January 31, 2018
April 3, 2018	March 7, 2018		General Municipal	December 12, 2017 [December 19, 2017]	January 16, 2018	January 23, 2018	February 20, 2018 [February 17, 2018]
August 7, 2018	July 11, 2018	Primary		February 27, 2018	March 27, 2018	May 29, 2018	June 26, 2018 [June 23, 2018]
November 6, 2018	October 10, 2018	General	July 17, 2018 [July 24, 2018]	August 21, 2018	August 28, 2018	September 25, 2018 [September 22, 2018]	October 31, 2018
February 5, 2019	January 9, 2019		Special Bond	October 16, 2018 [October 23, 2018]	November 20, 2018	November 27, 2018	December 25, 2018 [December 22, 2018]

* Amended by HB 1036 in 2012.

** These dates prevail unless charter provides otherwise (RSMo 115.127.5)

*** Amended by HB 511 in 2003 to the 16th week prior to the election except any jurisdiction partially or wholly located in Kansas City, Missouri. Dates for these jurisdictions are in brackets.

2018 Election Disclosure Dates

2018 Official Election Dates	Last Day to Organize a Committee <u>EXCEPT</u> for Continuing Committees	**40 Day Before Election Report			8 Day Before Report			*30 Day After Election Report		
	Report Deadline	Closing Date	1st Day for Filing Report	Report Deadline	Closing Date	1st Day for Filing Report	Report Deadline	Closing Date	1st Day for Filing Report	Report Deadline
	(30th Day Prior) Sunday	(45th Day Prior) Saturday	(44th Day Prior) Sunday	(40th Day Prior) Thursday	(12th Day Prior) Thursday	(11th Day Prior) Friday	(8th Day Prior) Monday	(25th Day After) Saturday	(26th Day After) Sunday	(30th Day After) Thursday
February 6, 2018 <small>Special Bond/Primary Municipal</small>	January 7, 2018	December 23, 2017	December 24, 2017	December 28, 2017	January 25, 2018	January 26, 2018	January 29, 2018	March 3, 2018	March 4, 2018	March 8, 2018
April 3, 2018 <small>General Municipal</small>	March 4, 2018	February 17, 2018	February 18, 2018	February 22, 2018	March 22, 2018	March 23, 2018	March 26, 2018	April 28, 2018	April 29, 2018	May 3, 2018
August 7, 2018 <small>Primary</small>	July 8, 2018	N/A	N/A	N/A	July 26, 2018	July 27, 2018	July 30, 2018	September 1, 2018	Septmeber 2, 2018	September 6, 2018
November 6, 2018 <small>General</small>	October 7, 2018	N/A	N/A	N/A	October 25, 2018	October 26, 2018	October 29, 2018	December 1, 2018	December 2, 2018	December 6, 2018
February 5, 2019 <small>Speical Bond</small>	January 6, 2019	December 22, 2018	December 23, 2018	December 27, 2018	January 24, 2019	January 25, 2019	January 28, 2019	March 2, 2019	March 3, 2019	March 7, 2019

* A candidate who takes office prior to the twenty-fifth day after the election shall have complied with the 30 Day After reporting requirements. Such report shall be for the period closing on the day before taking office. (Section 130.046.1(3) RSMo)

** If any committee accepts contributions or makes expenditures in support of or in opposition to any candidate or ballot measure, and the quarterly report required for the period prior to the election is filed prior to the 40th day before the election, the committee shall file an additional disclosure report not later than the 40th day prior to the election for the period closing on the 45th day prior to the election. (Section 130.046(3) RSMo)

The beginning date for a campaign finance disclosure report is the first day after the closing date of the most recent campaign finance disclosure report filed by a committee.

All committees shall file a disclosure report no later than the 15th day of January, April, July and October for the periods closing on the last day of the preceding month. (Section 130.046(3) RSMo)

If the last day to file a report falls on a Saturday, Sunday or an official holiday, the deadline for filing is extended to 5:00 p.m. on the next day which is not a Saturday, Sunday or official holiday. Reports filed by mail must be postmarked not later than midnight of the day prior to the report deadline to be considered timely filed. Reports hand delivered on the deadline must be received by 5:00 p.m. to be timely. (Section 130.046.8 RSMo)

Late Contribution Report: The receipt of a contribution or loan of more than \$250, received between the 11th day before an election and the day before the election, shall be reported to the appropriate officer no later than 48 hours after receipt. The disclosure may be any written means of communication and shall be included in subsequent reports filed.

Consult Chapter 130 RSMo or the Missouri Ethics Commission for more detailed information.

JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS

P.O. BOX 296

INDEPENDENCE, MISSOURI 64051

PHONE: (816) 325-4600

WEBSITE: <https://www.jcebmo.org>

MISSOURI ETHICS COMMISSION

P.O. BOX 1370

JEFFERSON CITY, MISSOURI 65102-1370

PHONE: (573) 751-2020 TOLL-FREE: (800) 392-8660

WEBSITE: <http://mec.mo.gov>

Resolutions

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	11/13/2017
RESOLUTION NUMBER	R17-39
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE ALLOCATION OF ONE (1) 2017 FISCAL YEAR MEETING SALARY FROM EACH ELECTED OFFICIAL, TOTALING \$450, AS A DONATION TOWARD THE SENIOR HOLIDAY GIFT BASKET PROGRAM
REQUESTING DEPARTMENT	Administration
PRESENTER	Ryan Hunt, City Administrator
PURPOSE	To provide assistance toward the Grain Valley Senior Holiday Gift Basket Program
BACKGROUND	Historically each elected official has donated their pay from one (1) City meeting in support of this program
SPECIAL NOTES	None
ANALYSIS	Not Applicable
PUBLIC INFORMATION PROCESS	Not Applicable
BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

November 13, 2017

RESOLUTION NUMBER

R17-39

SPONSORED BY

ALDERMAN COLEMAN

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE ALLOCATION OF ONE (1) 2017 FISCAL YEAR MEETING SALARY FROM EACH ELECTED OFFICIAL, TOTALING \$450, AS A DONATION TOWARD THE SENIOR HOLIDAY GIFT BASKET PROGRAM

WHEREAS, the Mayor and Board of Aldermen of the City of Grain Valley, Missouri are committed to making the holiday season enjoyable for the citizens of the community; and

WHEREAS, the Senior Gift Basket Program is a long-standing tradition that the seniors of the community look forward to every year; and

WHEREAS, the elected body are happy to assist this valuable program.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The Mayor and Board of Aldermen shall donate the equivalent of one (1) meeting salary, totaling \$450, for the purpose of providing Holiday Gift Baskets to Grain Valley Senior Citizens.

PASSED and APPROVED, via voice vote, (___-___) this ____ Day of _____, 2017.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	11/13/2017	
BILL NUMBER	R17-40	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE AGREEMENT FOR ENVIRONMENTAL SERVICES BETWEEN THE CITY OF GRAIN VALLEY AND JACKSON COUNTY, MISSOURI TO INCLUDE AQUATIC VENUE INSPECTIONS	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide an aquatic inspection program for aquatic venues located in the City of Grain Valley	
BACKGROUND	The existing agreement for Environmental Services with Jackson County, MO, passed by the City of Grain Valley via Resolution on August 8, 2007, included their Food Service Sanitation Program, Wastewater Disposal Program and Animal Control Program.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	Presentation from Jackson County occurred at the 09/12/2016 BOA meeting	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, 8/8/07 Resolution for Environmental Services, Amended Chapter 40 of the Jackson County Code

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

NOVEMBER 13, 2017

RESOLUTION NUMBER
R17-40

SPONSORED BY:
ALDERMAN BOB HEADLEY

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINSTRATOR TO AMEND THE AGREEMENT
FOR ENVIRONMENTAL SERVICES BETWEEN THE CITY OF GRAIN VALLEY AND
JACKSON COUNTY, MO TO INCLUDE AQUATIC VENUE INSPECTIONS**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to providing quality facilities and services that promote a safe environment to citizens; and

WHEREAS, Jackson County Environmental Health is currently under agreement with the City of Grain Valley, MO to provide certain environmental services such as Food Service Sanitation, Animal Control and On-Site Wastewater Disposal; and

WHEREAS, Jackson County Environmental Health desires to amend the existing agreement to include the Inspection of Aquatic Venues.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator is hereby authorized to amend the agreement for environmental services with Jackson County, MO to include the inspection of aquatic venues.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2017.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

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CITY OF
GRAIN VALLEY
Sponsor: Alderman Todd

STATE OF
MISSOURI

Resolution 07-19

COPY

August, 2007

A RESOLUTION AUTHORIZING THE AMENDED AGREEMENT FOR ENVIRONMENTAL SERVICES BETWEEN THE CITY OF GRAIN VALLEY AND JACKSON COUNTY, MISSOURI

THIS AGREEMENT made and entered into this 8th day of August, 2007 by and between Jackson County, Missouri, hereinafter referred to as ("the County") and the City of Grain Valley, Missouri, hereinafter referred to as ("the City")

WITNESSETH:

WHEREAS, the County has provided and desires to continue to provide certain environmental and animal control services; and

WHEREAS, the City desires the county to provide said services; and,

WHEREAS, such services are in accordance with provisions of Section 192.300, of the Revised Statutes of the State of Missouri (1986) and its amendments.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS BETWEEN THE PARTIES:

I. FOOD SERVICE SANITATION PROGRAM.

Service for the prevention of food borne illness will be provided by the County in accordance with Chapter 40 of the County Code entitles, "Food Service Establishment and Retail Food Service Sanitation." as set forth by the Missouri Department of Health Rules and Governing Retail Food.

- a. The County will review applications, collect fees and issue permits to food service establishments in accordance with County policies and procedures within the City.
- b. The County will investigate food related complaints within the City.
- c. The County will notify the City of any food related violation notices, and notice of suspension or revocation service permits issued within the City.

FILED

FEB 13 2008

MARY JO SPINO
COUNTY CLERK

- d. The City will not issue occupancy authorizations or building permits to new food establishments, expansions of food establishments or establishments that have been closed due to fire or damage, until the County has submitted approval of compliance with the Code as it applies to the Agreement.
- e. The City will pursue any legal action or prosecution that may be necessary under their ordinances upon notification by the County.
- f. The County will pursue prosecution as complainant for legal action initiated by the City as a result of the above.

II. ON-SITE WASTEWATER DISPOSAL PROGRAM.

Individual on-site wastewater disposal is regulated by the Development Division of the Jackson County Public Works Department in accordance with the requirements specified by Chapter 240 of the adopted Jackson County Unified Development Code. Intended services will be performed as defined by those provisions.

By Agreement the County will provide:

- a. Application processing and permit issuance for on-site wastewater disposal located within the specified boundary of the city. Completion of this service will include but is not limited to:
 1. Review of an engineering proposal
 2. Necessary correspondence to obtain approval compliance.
 3. Issuance of corresponding permit for construction.
 4. Or written project disapprovals when applicable.
- b. Associated inspection duties to insure system installation compliance.
- c. Associated inspection assistance.
- d. Corresponding enforcement of current Jackson County On-Site Sewage Disposal Rules and Regulations.
- e. The County retains all associated processing fees.

By Agreement:

- a. The City will recognize Jackson County on-site rules and regulation requirement's during land development issues, for example platting and lot splits.
- b. The City will not issue a building permit until a valid on-site waste water permit is produced by the applicant.
- c. The City will not authorize occupancy of a building until they receive verification of wastewater system installation approval.
- d. The City will pursue any legal action or prosecution necessary under City ordinances upon notification by the county.

III. EFFECTIVE DATE.

The effective date of this Agreement shall be the 1st day of the month following approval of the governing bodies of the city and county. This agreement shall continue for a period of one year from its effective date. Thereafter, this agreement shall automatically renew on a year-to-year basis unless either party notifies the other, in writing, not less than 90 days prior to the agreement anniversary date of that party's intend not to renew. This agreement may be altered or amended during its term by the parties hereto by appropriate action of their respective governing bodies.

IV. PREVIOUS AGREEMENTS:

Upon effective date of this agreement, all previous contracts and agreements between the City and County relating to Environmental and Animal Control Services are superseded by this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS ENVIRONMENTAL SERVICES AGREEMENT AS OF THE ATE FIRST ABOVE WRITTEN.

Resolved this 8th day of, August, 2007

CITY:
The City of Grain Valley, Missouri

COUNTY:
Jackson County, Missouri
A Charter County

By: [Signature]
Title: Mayor
David Halphin, Mayor

By: [Signature]
Michael D. Sanders
County Executive

ATTEST:
[Signature]
Carol Branson
City Clerk

ATTEST:
[Signature]
MARY JO SPINO
Clerk of the Legislature

Approved as to form:
[Signature]
James Cook
City Attorney

Approved as to form:
[Signature]
Mark S. Jones
JACKSON COUNTY COUNSELOR

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IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing sections 4001., 4010., 4030., 4031., 4040., and Schedule I to chapter 40, Jackson County Code, 1984, relating to environmental health, and enacting, in lieu thereof, seven new sections and one new schedule relating to the same subject.

ORDINANCE NO. 5008, August 22, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department has completed a thorough review of chapter 40 of the Jackson County Code, relating to food safety and environmental standards; and,

WHEREAS, staff now recommends several revisions to the code to include standards related to aquatic venues; and,

WHEREAS, such revisions are in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Sections 4001., 4010., 4030., 4031., and 4040., and Schedule I to chapter 40, Jackson County Code, 1984, are hereby repealed, and seven new sections and one new schedule enacted in lieu thereof, to be known as sections

4001., 4010., 4030., 4031., 4040., 4051., and 4052., and Schedule I, to read as follows:

4001. Application.

This chapter shall apply to all Food Establishments, Temporary Food Establishments, Food Processor/Warehouses, Farmers' Market Vendors, [and] Lodging Establishments, and Aquatic Venues in the unincorporated area of the County. Incorporated cities, towns, and villages may, by agreement, contract with the County to apply and enforce this chapter. The provisions of this chapter shall govern in the unincorporated County and its cities, towns, and villages under contract to the County.

DEFINITIONS

4010. Definitions.

As used in this chapter and in the Missouri Department of Health rules governing sanitation of food establishments, the following words and phrases shall have indicated meanings, unless the context clearly indicates otherwise. In the event of a discrepancy between a definition contained in the Missouri Department of Health rules and a definition contained in this section, the definition contained in this section shall prevail.

Aquatic Venue. Includes Swimming Pools, Wading Pools, Aquatic Play Features, Spray Grounds, Spas, Hot-Tubs, and Whirlpool Baths.

Category I Aquatic Venue. Includes Swimming Pools, Wading Pools, Spas, Hot-Tubs, Whirlpool Baths, and Aquatic Play Features owned and/or operated by a municipality, other political subdivision, or any other government agency, that are available for use by the general public.

Category II Aquatic Venue. Includes Swimming Pools, Wading Pools, Spas, Hot-Tubs, Whirlpool Baths, and Aquatic Play Features operated by an entity such as a hotel, motel, rental apartment, athletic club, hospital, rehabilitation center, fraternal or social organization, retirement center, camp, school, home association (including, without limitation, a subdivision, town home, planned unit development, or condominium association), country club, day care center, health spa and any other similar facility not specifically included in Category I or Category II, that is offering use to members, patrons, residents, and guests of such establishment.

Category III Aquatic Venue. Includes Spray Grounds owned and/or operated by a municipality, political subdivision, any other government agency, hotel, motel, rental apartment, athletic club, hospital, rehabilitation center, fraternal or social organization, retirement center, camp, school, home association (including, without limitation, subdivision, town home, planned unit development, or condominium association), country club, day care center, health spa, and any other similar facility not specifically included in this listing, that is offering use to the general public, members, patrons, residents, and guests of such establishment.

Aquatic Play Feature. Any feature that provides patron play and recreational activity. Aquatic Play Feature includes, but is not limited to: water slides, lazy river

rides, water course rides, water activity pools, interactive water features, water fountains that permit bathing, and wave pools. A Spray Ground shall not be considered an Aquatic Play Feature.

Blood Incident. The spill of any human blood in an Aquatic Venue. In the event of a Blood Incident, a test shall be performed to determine if chlorine is at proper concentration to ensure safety. If the concentration is low, the venue shall remain empty until the concentration is corrected.

Catering Operation. The process of an individual or business with a restaurant-type food permit that conducts food service activities outside of the permitted establishment.

Commissary. A catering establishment, kitchen, or mobile food service base of operations, or any place in which food, containers, or supplies are kept, handled, prepared, packaged, or stored. A commissary must meet all requirements of this chapter.

Contamination Response Plan. A written procedure for handling contamination from formed-stool, diarrheal-stool, vomit, and/or contamination involving blood.

Deep Area. The area of an Aquatic Venue which has, or can have, a water depth of five (5) feet or more.

Department. The Jackson County Department of Public Works, Planning and Environmental Health Division.

Director. The Director of the Jackson County Department of Public Works or designated representative.

Farmers Market. A designated location used by local farmers and producers primarily for distribution and sale of locally produced agricultural products, or a limited amount of non-agricultural, locally produced products.

Fecal/Vomit Incident. There are two types of Fecal Incidents: formed stool and diarrhea. Diarrhea must be reported. A Vomit Incident occurs when the full contents of the stomach are emptied into the water. This does not include vomiting from swallowing too much water.

Food Establishment.

- a. An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption such as a restaurant, satellite or central preparation facility, catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, vending (location) operation if the operation provides potentially hazardous foods, conveyance used to

transport people; institution, or food bank; and that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

b. Food Establishment includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the Health Officer, satellite catered feeding location, a vending location or satellite feeding location unless the vending or feeding location is permitted by the Health Officer, and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location, where consumption is on or off the premises.

c. Food Establishment does not include an establishment that offers only prepackaged foods that are not potentially hazardous, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such as a religious or charitable organization's bake sale, if allowed by law, and if the consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the Health Officer, an area where food that is prepared as specified in

subparagraph (c) (iv) of this definition is sold or offered for human consumption, a kitchen in a private home, such as a small family daycare provider or a bed-and-breakfast operation that prepares and offers food to guests, if the home is owner-occupied, the number of available guest bedrooms does not exceed four (4), breakfast is the only meal offered, the number of guests served does not exceed 12, and the consumer is informed by statements contained in published advertisements, mailed brochures, and placards posted at the registration area that the food is prepared in a kitchen that is not regulated and inspected by the Health Authority, or a private home that receives catered or home-delivered food.

Food Processor/Warehouse. A commercial operation, such as a food manufacturer, warehouse, processor, or distribution center, that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer.

Health Officer. The Director of the Jackson County Department of Public Works or designated representative.

Licensed Aquatic Venue Operator. A person who has been formally trained in aquatic operations and safety and has received a license from that training. Licensing can be achieved by receiving certification from Certified Pool Operator, Aquatic Facility Operator, Association of Pool and Spa Professionals, or other

courses with the Health Officer's approval, in aquatic operations and safety. The license must be renewed upon expiration.

Lifeline. A continuous line of rope attached to opposite sides of an Aquatic Venue that divides shallow from deep water and serves as a barrier to prevent non-swimmers from venturing into deep water. The line of rope shall not be less than ¼ inch in diameter, supported by brightly colored buoys, not less than 12 inches apart and tight enough to support the weight of an adult.

Lodging Establishment. Any building, group of buildings, structure, facility, place, or places of business where five (5) or more guest rooms are provided, which is owned, maintained, or operated by any person and which is kept, used, maintained, advertised, or held out to the public for hire, which can be construed to be a hotel, motel, motor hotel, apartment hotel, tourist court, resort, cabins, tourist home, bunkhouse, dormitory, or other similar place by whatever name called, and includes all such accommodations operated for hire as lodging establishments for either transient guests, permanent guests, or for both transient and permanent guests. This definition shall not apply to dormitories and other living or sleeping facilities owned or maintained by public or private schools, colleges, universities, or churches unless made available to the general public and not used exclusively for students and faculty, school sponsored events, baseball camps, conferences, dance camps, equitation camps, football camps, learned professional society meetings, music camps, retreats, seminars, soccer camps, swimming camps, track camps, youth

leadership conferences, or church-sponsored events.

Mobile Food Unit. A vehicle-mounted food service establishment, designed to be readily movable, that returns to a commissary daily for clean-up and service.

Non-Profit Organization Food Establishment. A Food Establishment operated by a non-profit organization. A non-profit organization shall submit proof of 501(c) exemption form or other tax-exempt letter with its application.

Non-Profit Organization Temporary Food Establishment. A Food Establishment operated by a non-profit organization for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration. A non-profit organization shall submit proof of 501(c) exemption form or other tax-exempt letter with its application.

Person. Any individual, firm, partnership, association, corporation, company, municipality, political subdivision, governmental agency, lab, organization or other entity owning or operating an establishment required by this chapter.

Potentially Hazardous Food. Foods that require time and temperature controls to remain safe for human consumption.

Pushcart. A non-self-propelled vehicle limited to serving non-potentially hazardous

foods or commissary-wrapped food maintained at proper temperatures, or limited to the preparation and serving of frankfurters.

Seasonal Food Establishment. Any Food Establishment which operates for a period in excess of fourteen (14) days but not longer than six (6) months.

Shallow Area. The area of an Aquatic Venue which has, or can have, a water depth of less than five (5) feet.

Soft Serve Frozen Dessert Machine. Any machine that dispenses any type of mix or ice cream mix, whipped cream mix, ice cream, milk sherbet, ice milk, fruit ice, or ice sherbet, frozen custard, frozen dietary food, diabetic or dietetic ice cream, diabetic or dietetic ice milk, ice milk mix, frozen malted milk, novelty, or other similar product designated as a frozen dessert by the Health Officer, but only if operated in connection with a Food Establishment, Temporary Food Establishment, or Seasonal Food Establishment.

Spa, Hot-tub, or Whirlpool Bath. A pool designed for relaxation, recreational, or therapeutic use where the user is sitting, reclining, or at rest and the pool is not drained, cleaned, or refilled for each user. A Spa may include, but is not limited to features such as, hydrojet circulation, hot water, cold water, mineral baths, or air induction bubbles, or any combination thereof.

Spray Feature. A device that creates a spray of water. This includes, but is not limited, to fountains and waterfalls.

Spray Ground. A structure designed to allow for recreational activities with recirculated, filtered, and/or treated water, but having minimal collective water. Water from the interactive fountain-type feature is collected by gravity below grade in a collector tank or sump. The water is filtered, disinfected, and then pumped to the feature spray discharge heads.

Swimming Pool. Any artificial basin of water which has been wholly designed, modified, improved, constructed or installed for the purposes of swimming, diving, recreational activity, rehabilitation, and/or therapeutic exercising, and shall include any and all accessory equipment.

Temporary Food Establishment. Any Food Establishment which operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration. Temporary food service may be in conjunction with a fair, carnival, circus, public exhibition, or similar gathering.

Transition Point. The area of the floor of an Aquatic Venue where an abrupt change in slope occurs between the shallow and deep areas of the Aquatic Venue.

Vending Machine. Any self-service device that, upon insertion of a coin, paper currency, token, card, or key, or by optional manual operation, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

Wading Pool. Any artificial pool of water less than or equal to 24 inches deep and intended for wading purposes.

4030. Permit Required.

No person, firm, partnership, or corporation shall operate a Food Establishment, Temporary Food Establishment, Non-Profit Organization Temporary Food Establishment, Seasonal Food Establishment, Soft Serve Frozen Dessert Machine, Mobile Food Unit, Pushcart, Lodging Establishment, Food Processor/Warehouse, Farmers' Market Stall, [or] Catering Operation, or Aquatic Venue without the appropriate permit issued by the Health Officer.

4030.1 Farmers' Market Vendor Stall Permit. Issued to and required of any vendor at a farmers' market that will offer samples of produce, or that will sell pre-packaged, potentially hazardous foods such as inspected frozen meats or eggs. This does not include concession-type sales for immediate consumption (no cooking or food preparation, except for sampling).

4030.2 Catering Operation Permit. Issued to a permitted restaurant-type establishment that may apply for a catering permit issued by the Health Officer to conduct food service activities outside of the permitted establishment. A Catering Operation permit will be issued to any establishment that has demonstrated proper food safety knowledge relating to food preparation and transportation techniques. The Health Officer reserves the right to deny a Catering Operation permit, and/or revoke any previously issued permit, to any establishment that has not demonstrated the ability to safely conduct food service operations off-site.

4030.3 Lodging Establishments. Any Lodging Establishment shall be constructed and operated in a safe and sanitary manner, and in accordance with this chapter and any other applicable local code and the State of Missouri's laws and regulations for Lodging Establishments.

a. Compliance Procedures. Prior to approval of an application for a permit, the Health Officer shall inspect the proposed Lodging Establishment to determine compliance with the requirements of this chapter. The Health Officer shall issue a permit to the applicant if the inspection reveals that the proposed Lodging Establishment complies with the requirements of this chapter.

b. Inspection, Annual. An inspection of a Lodging Establishment shall be performed at least once every year. Additional inspections of a lodging

establishment shall be performed as often as necessary for the enforcement of this chapter.

c. Inspection, Other. The Health Officer or designee, after proper identification, is authorized to enter any Lodging Establishment at any reasonable time for the purpose of making inspections to determine compliance with this chapter.

4030.4 Lodging Establishment Fee Exemption. Shelters set up for disaster situations shall be exempt from permitting fees. Shelters remaining open longer than 48 hours will be inspected using guidelines from Center for Disease Control (CDC). Recommendations will be given at the time of the inspection to run the shelter more effectively.

4030.[4]5 Vending Machine Permit. A vending machine permit shall be required for each individual vending machine that holds Potentially Hazardous Food.

4031. Permit Application.

Any person, firm, partnership, or corporation desiring to operate a Food Establishment, Temporary Food Establishment, Non-Profit Organization Temporary Food Establishment, Seasonal Food Establishment, Soft Serve Frozen Dessert Machine, Mobile Food Unit, Pushcart, Lodging Establishment, Food Processor/Warehouse, Farmers' Market Vendor Stall, [or] Catering Operation, or Aquatic Venue shall make written application for a permit.

4031.1 Forms and Fees.

All applications for permits shall be made on forms provided by the Health Officer, and shall be accompanied by the appropriate fee as set out on Schedule 1 to this chapter.

a. Parcel Number. For a new applicant to obtain a permit, the establishment must first obtain a business personal property parcel number from the Jackson County Assessment Department.

b. Liquor License and Business Personal Property Tax. For any permitted establishment to renew its annual permit, the establishment must also submit a copy of its Jackson County liquor license (if applicable) and a copy of the previous year's paid business personal property tax receipt (if in business on January 1st).

4031.2 Temporary Food Establishment.

Applications for a Temporary Food Establishment permit shall include the dates of the proposed operation.

4031.3 Non-Profit Organizations, Temporary Events.

Applications for a non-profit organization's temporary food establishment permit shall include the dates and location of the proposed events. A non-profit organization shall submit proof of 501(c)3 exemption form or other tax-exempt letter with the application.

4031.4 Authorized Events by County Employees in County Facilities.

Applications for permits for fundraising events by County or Circuit Court employees within County facilities that are open to the public and that have been authorized by the County shall include the dates and locations of the authorized events.

4031.5 Authorized Events Conducted by County Employees in County Facilities Fee, Waiver. No fee shall be charged for any approved one-day fundraising event that is sponsored by the County or Circuit Court within County facilities and open to the public for a nonprofit/charitable cause.

4031.6 Public Agencies. Whenever a public agency with taxing authority is the applicant for a permit, any fee authorized by this chapter may be reduced or abated by the Health Officer for the purpose of conserving public tax resources.

4040. Inspection and Form.

4040.1 Food Establishment.

The frequency of inspection of a Food Establishment is to be determined by the Health Officer based on a Food Establishment public health priority assessment worksheet. The Health Officer shall determine if a Food Establishment is a high, medium, or low priority. A high priority establishment shall be inspected 3 to 4 times per year; a medium priority establishment shall be inspected 2 to 3 times per year; and a low priority establishment shall be inspected 2 times per year. The Health Officer shall utilize a Food Establishment inspection report similar to that of the Missouri Division of Health Food Establishment Inspection Report E6.37 during the

inspection. An annual fee shall be charged for each Food Establishment requiring an inspection, as set out in Schedule I. Any Food Establishment that engages in both food service and retail business in the same location is subject to fees based on low, medium, or high priority classification as defined in the Missouri Department of Health Rules.

4040.2 Aquatic Venue.

Each indoor Aquatic Venue facility will receive a minimum of three (3) inspections per year. Each outdoor Aquatic Venue facility will receive a minimum of two (2) inspections per year. An annual fee shall be charged for each Aquatic Venue requiring an inspection, as set out in Schedule I.

4040.[1]3 Posting of Inspection.

Each inspection report issued under this chapter shall be posted with the permit in a conspicuous place in the permitted establishment.

4040.[2]4 Additional Inspections.

The Health Officer may also make such additional inspections and re-inspections as are reasonably necessary for the enforcement of this chapter.

4051. Aquatic Venue Regulations.

Aquatic Venues shall be licensed and inspected pursuant to this section.

4051.1 Operating Permit.

a. No Person shall operate any Aquatic Venue unless the facility holds a valid operating permit from the Health Officer for each Aquatic Venue being operated.

b. All applicants for an operating permit of an Aquatic Venue shall provide proof of the Licensed Aquatic Venue Operator who will supervise that facility.

c. Each operating permit shall be issued for one year from the date of issuance.

d. No operating permit shall be transferable.

e. Each operating permit shall be conspicuously posted at the permitted facility.

4051.2 Plans and Specifications.

a. No Person shall begin construction, installation or structural renovation of any Aquatic Venue without first having submitted plans to the Health Officer for review.

b. Plans shall include the following:

i. Illustrations showing the Aquatic Venue, bathhouse, and equipment

room;

ii. Specifications and layout of all treatment equipment;

iii. Piping schematic;

iv. Layout of chemical storage room;

v. Specifications for the water supply and wastewater disposal systems; and

vi. Certification by a professional engineer, architect, or other professional.

c. No permit for operation of an Aquatic Venue shall be issued until an inspection of the completed Aquatic Venue is made by the Health Officer and compliance with the requirements of this chapter is satisfied.

d. Existing Aquatic Venues constructed prior to the effective date of this section may continue in use so long as equipment, water quality, safety, supervision, operation, and maintenance can comply with this chapter.

4051.3 Variances

a. A variance from a requirement of this chapter may be considered and granted by the Health Officer if the variance does not jeopardize public health or safety.

b. Any request for variance must be submitted in writing to the Health Officer.

4051.4 Shower Rooms, Showers, Toilets, and Lavatories

a. Showers facilities are required for all Category I Aquatic Venues. Showers shall be supplied with hot and cold running water from an approved source.

b. The number of showers, toilets, drinking fountains, and lavatories shall comply with applicable building permit requirements.

c. At all Aquatic Venues, if shower rooms are provided, they shall be maintained in good repair, in a clean condition at all times, with sanitary supplies provided, and free from dirt, standing water, mold, and/or algae.

d. If towels are furnished, they shall be thoroughly washed with detergent and water, rinsed, dried, and stored in a clean place.

4051.5 Licensed Aquatic Venue Operators

a. Licensing shall be achieved by successfully completing a Health Officer approved course, examination, and payment of any applicable fees. Any license shall be valid for not more than five (5) years from the date of issuance.

b. Any license may be suspended or revoked by the Health Officer if:

- i. The Aquatic Venue that the Licensed Aquatic Venue Operator is supervising is closed by the Health Officer two or more times within a 365-day period; or
- ii. The Licensed Aquatic Venue Operator is not readily available, reachable by phone generally within 30 minutes, at the time of Health Officer's inspection.

4051.6 Supervision.

- a. Each Aquatic Venue shall be under the supervision of a Licensed Aquatic Venue Operator who shall be responsible for compliance with this chapter. The Licensed Aquatic Venue Operator is not required to be present on site at all times, but shall be readily available during all times the facility is open. The Licensed Aquatic Venue Operator's contact information must be posted in a conspicuous place at the permitted facility. The Licensed Aquatic Venue Operator shall have his/her license readily accessible at the time of inspection. If an Aquatic Venue has a history of violations, the Health Officer may require the Licensed Aquatic Venue Operator be present on site during all times the Aquatic Venue is open.

- b. Each Category I Aquatic Venue must provide qualified lifeguards. When qualified lifeguards are used the staffing plan shall include diagrammed zones of patron surveillance for each Aquatic Venue such that:

- i. A qualified lifeguard is capable of viewing the entire area of the assigned zone of patron surveillance;
- ii. A qualified lifeguard is able to reach the furthest extent of the assigned zone of patron surveillance within 20 seconds;
- iii. The diagram shall identify whether each qualified lifeguard is in an elevated stand, walking, in-water, and/or other approved position;
- iv. The diagram shall identifying any additional responsibilities for each zone; and
- v. All areas of each aquatic venue are assigned a zone of patron surveillance.

c. Each Category II Aquatic Venues is recommended to have lifeguard services but it is not required. If no lifeguard is present, a proper “WARNING – NO LIFEGUARD ON DUTY” signage shall be placed throughout the pool.

d. The minimum qualifications for a lifeguard shall be satisfactory completion and current certification from a nationally recognized lifeguard training program. Each lifeguard shall have current CPR and First Aid certification.

e. All lifeguards shall wear distinguishing swimsuits or emblems while on duty.

f. Each Category I and Category II Aquatic Venue that has a water surface area in excess of 2,000 square feet and a depth of six feet shall provide at least one elevated lifeguard chair or platform. One (1) additional elevated lifeguard chair or platform shall be provided for each additional 2,000 square feet of water surface area and a depth of six feet.

g. Each Category II Aquatic Venue where lifeguard service is not required or continuously provided, shall display a warning sign stating “WARNING – NO LIFEGUARD ON DUTY” in letters at least four (4) inches high that shall be conspicuously placed at the entrance to the venue.

h. Each Category I and II Aquatic Venue shall have “Pool/ Spa Rules” posted in a conspicuous place, which rules shall include, but not be limited to, the following:

i. No person with open cuts, sores, lesions, infections, obvious communicable disease, or diarrhea shall use the Swimming Pool;

ii. Animals are not allowed in or around the Swimming Pool, except that service animals as defined by the Americans with Disabilities Act must be allowed on pool decks and any other places the public is allowed. Service animals are not allowed in the water, on diving boards, on water slides, on floatation rafts, etc;

iii. Glass containers are not allowed in or around the Swimming Pool;

iv. Children who are not toilet trained shall wear tight fitting plastic

underwear or swim diapers that will prevent leakage;

v. No diving (at Swimming Pools without an approved diving well configuration);

vi. Children, as defined by the Aquatic Venue, shall be accompanied by an adult; and

vii. The following only apply to Spas, Hot-Tubs and Whirlpool Baths:

(1) Due to high temperature and humidity the spa can be dangerous to your health, so consult your physician before use;

(2) Observe reasonable time limits (no longer than 15 minutes), then leave the water and cool down before returning.

i. Each Category III Aquatic Venue shall display “Spray Ground Rules” posted in a conspicuous place, which rules shall include, but not limited to the following:

i. No person with open cuts, sores, lesions, infections, obvious communicable disease, or diarrhea shall use the Spray Ground;

ii. Animals are not allowed in or around the Spray Ground;

iii. Glass containers are not allowed in or around the Spray Ground;

iv. Children who are not toilet trained shall wear tight fitting plastic underwear or swim diapers that will prevent leakage;

v. Spray features use recirculated water, DO NOT DRINK THE WATER; and

vi. Children shall be accompanied by an adult.

i. Each Category I and Category II Aquatic Venue shall post its maximum design patron load and shall not permit more patrons than indicated.

Patron load shall be calculated as follows:

(1) One (1) person per 20 square feet of water surface area for Swimming Pools and Aquatic Play Features;

(2) One (1) person per 10 square feet of water surface area for Spas, Hot-Tubs, and Whirlpool Baths.

4051.7 Safety Requirements.

a. The following shall be provided at each Category I and Category II Aquatic Venue:

i. A life pole or shepherd's crook 12-feet long or a reach beyond half the distance of the width of the pool;

ii. A ring buoy, Coast Guard approved or equivalent, fitted with a ¼ inch-diameter line attached with a length of 1.5 times the maximum width of the Swimming Pool or 50 feet, whichever is less;

iii. A blanket; and

iv. A first aid kit with the following minimum supplies:

(1) Triangular bandages;

(2) One roll 1-inch tape;

(3) Plain gauze pads, 3" X 3" and 4" X 4";

(4) One roll 2-inch gauze bandage;

(5) One tube or bottle of antiseptic;

(6) First Aid Book;

(7) Scissors; and

(8) Assorted band-aids.

b. All lifesaving equipment shall be mounted in a conspicuous place, readily accessible, and in a condition ready for use, except that the blanket and first aid kit may be kept in a designated place approved by the Health Officer.

c. Each Category I and II Aquatic Venue shall have a readily accessible emergency telephone or other means of emergency communication that is operational and only for emergency use. Directions for use of the emergency telephone shall be clearly posted. Emergency phone numbers along with the venue's address must be prominently posted.

d. All chemicals used in an Aquatic Venue's maintenance shall be stored under conditions where they are only accessible to authorized persons, in a dry, well-ventilated storage room according to manufacturers' instructions.
The following additional requirements shall be observed:

i. Chemicals shall be stored in their original containers, tightly closed.
All chemical containers, drums, boxes, and bags shall be stored at least 6 inches off the floor or in a manor to eliminate contact with

standing water. Overhead storage of chemicals is prohibited;

ii. Incompatible chemicals shall be stored away from each other in specifically identified locations in the chemical storage room;

iii. "No Smoking" signs shall be posted in the chemical storage room;

and

iv. Swimming pool chemicals and test kit reagents shall be stored out of direct sunlight.

e. In each Category I and Category II Aquatic Venue the depth of the water shall be plainly marked at or above the water surface on the vertical wall of the Aquatic Venue, and on the edge of the deck next to the Aquatic Venue. Where depth markers cannot be placed on the vertical walls above the water level, other means shall be used so that markings shall be plainly visible to persons in the Aquatic Venue. Markers shall be at least 4-inch high numbers and of a color contrasting with the background. Depth markers shall be:

i. located at the points of maximum and minimum depths;

ii. On both sides and both ends of the Aquatic Venue;

iii. Spaced so that the distance between adjacent markers is not greater than 25 feet when measured peripherally; and

iv. At appropriate points as to denote water depth in diving areas, if the Swimming Pool is designed for diving (Swimming Pools without an approved diving well configuration shall also have "NO DIVING" included in the posted pool rules).

f. The point of transition in the slope between the deep and the shallow areas shall be identified by a buoyed lifeline that separates the deep area from the shallow area and is located 2-feet toward the shallow end from the point of transition or by a line of contrasting color on the floor and walls of the pool, present at the point of transition.

g. If night swimming is permitted, deck and underwater lighting shall be provided to illuminate all underwater areas so that water clarity requirements will be maintained.

h. Electrical equipment and wiring in or adjacent to any Aquatic Venue shall meet the requirements of the National Electric Code (NEC 70), Article 680 and any additional local requirements.

i. Steps, ladders, stairs, or ramps shall be provided at the shallow and deep ends of the Aquatic Venue. If the Aquatic Venue is over 30 feet wide steps, ladders, stairs, or ramps shall be installed on each side. Ramps shall not exceed a slope of 1:12. Handrails shall be provided for use with all ladders, steps, and stairs. Handrails shall be maintained in sound working condition.

j. All steps, ramps, and diving boards are to be of non-slip construction or be covered with non-slip materials.

k. An Aquatic Venue shall be immediately closed and the swimmers removed from the water when any of the following occurs. Closure resulting from an inspection will require a re-inspection before the Aquatic Venue begins operating again.

i. Failure to meet required disinfectant concentrations;

ii. Failure to meet water clarity requirements;

iii. The grate on the main drain is missing or broken;

iv. Failure to meet lifeguard requirements;

v. A recirculation or filter pump is non-operational;

vi. The water temperature exceeds 104° Fahrenheit;

vii. A Fecal or Vomit Incident (documentation of the incident and measures taken must be documented and submitted to the health officer.);

viii. The presence of an electrical storm at an outdoor venue; or

ix. Readily accessible emergency telephone/communications device is inoperable.

l. Each Aquatic Venue shall be in compliance with all current and any future state and federal regulations. This includes but not limited to the Virginia Graeme Baker Pool and Spa Safety Act and the Americans with Disabilities Act (ADA).

m. A Licensed Aquatic Venue operator shall notify the Health Officer as soon as possible in the event of a drowning that result in a death or Fecal/Vomit Incident. Each Aquatic Venue shall have and follow an approved Contamination Response Plan for dealing with Fecal, Blood, and Vomit contamination. The Aquatic Venue shall document each Fecal, Blood, and Vomit Incident. Documentation of Fecal, Blood, and Vomit Incidents shall be retained for at least one (1) year after the incident.

n. The water supply for each Aquatic Venue shall be from a water source approved by the Health Officer. No piping arrangements shall exist which, under any conditions, will permit sewage or waste water to enter the Aquatic Venue's water system or permit water from an Aquatic Venue to enter the make-up water supply.

o. Because of serious safety considerations, the use of gas chlorine is not recommended and may not be approved. When used, the operation must be in compliance with all state and federal safety requirements.

4051.8 Water Quality of Swimming Pools.

a. The water shall have sufficient clarity at all times so that either a black disc six (6) inches in diameter is readily visible in the deepest portion of the Swimming Pool or the bottom drain at the deepest point is clearly visible.

b. The water shall be free of all scum and floating matter on the surface and dirt and other material on the floor of the Swimming Pool.

c. Disinfection shall be provided by mechanical feeders. The water in all parts of the Swimming Pool shall have a minimum free available chlorine (FAC) content of at least 1.0 ppm, but FAC shall not exceed 10.0 ppm.

i. Bromine used as a disinfectant shall be maintained at a residual level of not less than 2.0 ppm but shall not exceed 10.0 ppm; and

ii. Other disinfecting materials or methods must be approved by the Health Officer.

d. If cyanuric acid or chlorinated isocyanurates are used, the concentration of cyanuric acid in the water should be at least 30 ppm to 50 ppm and shall not exceed 1000 ppm and the free available chlorine (FAC) shall be at least 2.0 ppm.

e. The water shall be maintained at a pH of not less than 7.2 and not over 7.8.

f. The total alkalinity shall be maintained within the range of 60 ppm to 180 ppm.

g. No harsh or irritating chemical in concentrated form shall be added

manually and directly to the water of any Swimming Pool while any person is present in the water. When chemicals are added, use of the Swimming Pool shall cease until such time as the chemical is completely dissolved and is thoroughly diffused throughout the Swimming Pool water.

h. The water in a Swimming Pool shall be continuously recirculated. The circulation system for Swimming Pools shall achieve a turnover rate of six (6) hours or less. The circulation system for any Wading Pool shall achieve a turnover rate of two (2) hours or less. Each Category I and Category II Swimming/Wading Pool shall have a flow meter installed that is capable of measuring from ½ to at least 1-1/2 times the designed flow of the circulation system.

4051.9 Spas, Hot-Tubs, and Whirlpool Baths.

a. Maximum water depth shall be four (4) feet measured from the water line. The maximum depth of any seat or sitting bench shall be two (2) feet measured from the water line.

b. The water shall be clear at all times, and free of scum and floating matter on the surface and dirt and other material on the floor.

c. Water temperature controls shall be provided to prevent the water temperature from exceeding 104° F.

d. A thermometer shall be available to monitor water temperature.

e. Each Spa, Hot-Tub, or Whirlpool Bath shall be equipped with a 15-minute timer controlling the hydrotherapy jets and blower operation.

f. Each Spa, Hot-Tub, or Whirlpool Bath shall be equipped with an emergency shut-off switch to stop all circulation. The shut-off switch shall be visible from the Spa, Hot-Tub, or Whirlpool Bath.

g. Spray features are prohibited in any Spa, Hot-Tub, or Whirlpool Bath.

h. Disinfection shall be provided by mechanical feeders and water shall have a minimum free available chlorine (FAC) content of 3 ppm but FAC shall not exceed 10 ppm, with a maximum combined chlorine level of 0.5 ppm. For bromine disinfection the minimum total bromine level shall be 4.0 ppm but shall not exceed 10 ppm.

i. Other disinfecting materials or methods must be approved by the Health Officer;

ii. Water shall be maintained at a pH of not less than 7.2 and not over 7.8;

iii. Total alkalinity shall be maintained within the range of 60 to 180 ppm; and

iv. The calcium hardness shall be maintained within the range of 150

to 250 ppm but not exceed 1000 ppm.

i. Water in a Spa, Hot-Tub, or Whirlpool Bath shall be continuously recirculated. The circulation system for any Spa, Hot-Tub, or Whirlpool Bath shall achieve a turnover rate of 30 minutes or less. Each Category I or Category II Spa, Hot-Tub, or Whirlpool Bath shall have a flow meter installed that is capable of measuring from ½ to at least 1-1/2 times the designed flow of the circulation system.

j. Each Spa, Hot-Tub, or Whirlpool Bath shall have posted in a conspicuous place the “Spa Rules” for the facility.

k. Each Spa, Hot-Tub, or Whirlpool Bath not drained weekly shall superchlorinate its water and filtering system to a level of 10 ppm at least once a week.

l. Each Spa, Hot-Tub, or Whirlpool Bath shall be drained and refilled as needed to maintain proper water quality.

m. No harsh or irritating chemical in concentrated form shall be added manually and directly to the water of any Spa, Hot-Tub, or Whirlpool Bath while any person is present in the water. When chemicals are added, use of the Spa, Hot-Tub, or Whirlpool Bath shall cease until such time as the

chemical is completely dissolved and is thoroughly diffused throughout the Spa, Hot-Tub, or Whirlpool Bath water.

n. Any Spa, Hot-Tub, or Whirlpool Bath shall be closed immediately and the patrons removed from the water when any of the following health or safety hazards exist. Closure resulting from an inspection will require a re-inspection before the Aquatic Venue begins operating again.

i. Failure to meet required disinfectant concentrations;

ii. Failure to meet water clarity requirements;

iii. The grate on the main drain is missing or broken;

iv. Failure to meet lifeguard requirements;

v. A recirculation or filter pump is non-operational;

vi. The spa water temperature exceeds 104° Fahrenheit;

vii. A Fecal, Blood or Vomit Incident;

viii. The presence of an electrical storm at an outdoor venue; or

ix. The readily accessible emergency telephone/communications device is inoperable.

4051.10 Spray Grounds.

a. Disinfection shall be provided by mechanical feeders and water shall have a minimum free available chlorine (FAC) content of 2 ppm, but FAC shall not exceed 10 ppm.

i. Other disinfecting materials or methods must be approved by the

Health Officer;

ii. The water shall be maintained at a pH of not less than 7.2 and not over 7.8; and

iv. The total alkalinity shall be maintained within the range of 60 to 180 ppm.

b. Each Spray Ground shall have posted in a conspicuous place the “Spray Ground Rules” for the facility.

c. The water in a Spray Ground shall be continuously circulated, filtered and disinfected.

d. The spray pad shall be adequately cleaned and flushed daily.

e. Each Spray Ground shall be closed immediately and the patrons removed from the Spray Ground when any health or safety hazard exists, such as:

i. Failure to meet required disinfectant concentrations;

ii. The grate on the main drain is missing or broken;

iii. A reported fecal, blood or vomit accident;

iv. The presence of an electrical storm; (A sign may be posted warning of danger during electrical storms in unattended areas); or

v. Readily accessible emergency telephone/communications device is inoperable.

f. Each Spray Ground shall be fenced to prevent access by animals.

4051.11 Air Circulation for Indoor Aquatic Venues.

Each indoor Aquatic Venue constructed after the effective date of this section shall meet the ventilation standards established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE).

4051.12 Pool and Spa Heaters.

All heaters shall be installed per the American National Standards Institute guidelines: ANSI Standard 2223.1 and comply with all applicable local codes.

4051.13 Operating Records.

a. Each Category I, II, or III Aquatic Venue shall maintain records showing:

i. Disinfectant residuals testing a minimum of two times daily or as often as needed to maintain the water quality as indicated in this section;

ii. pH reading testing a minimum of two times daily or as often as needed to maintain the water quality as indicated in the section;

iii. Chemicals used during the operation period;

iv. Cyanuric acid level testing at least once a week;

v. Alkalinity testing at least once a week; and

vi. All Fecal, Blood, and Vomit Incidents.

b. Additional records required for each Spa, Hot-Tub, and Whirlpool Bath are:

i. Dates of superchlorination;

ii. Temperature reading testing a minimum of every 3 hours of operation;

iii. Calcium Hardness testing at least once a week; and

iv. Dates of drain and refill.

c. All records shall be retained for at least one (1) year from date of test.

4051.14 Testing Equipment.

a. The following test equipment shall be maintained at each Swimming Pool, Wading Pool, Spa, Hot-Tub, or Whirlpool Bath:

i. A DPD chlorine tester or bromide tester, capable of measuring residuals in the range of 0 to 10.0 ppm. When chlorine is used, the test equipment shall be capable of measuring both free available chlorine and total combined chlorine;

ii. A pH tester capable of measuring pH between 6.8 and 8.2;

iii. An alkalinity tester capable of measuring the range of 50 to 200 ppm;

iv. A cyanuric acid test kit (where applicable); and

v. A calcium hardness tester capable of measuring the range of 150 to 500 ppm. (required for each Spa, Hot-Tub, or Whirlpool Bath,

recommended for all Aquatic Venues)

4051.15 Fences/Enclosures/Safety Covers.

a. Each Category I, II, or III Aquatic Venue shall be protected by a fence, wall, building, or other enclosure, or any combination thereof which completely encloses the Aquatic Venue area such that all the following conditions are met:

i. Constructed so as to afford no external handholds or footholds;

ii. Constructed of durable materials;

iii. A four (4) foot minimum height is provided entirely around the Aquatic Venue;

iv. The horizontal space between vertical members of the enclosure shall not exceed four (4) inches;

v. The height of any opening under the bottom of the enclosure shall not exceed two (2) inches; and

vi. Where no lifeguards are present, all gates and doors shall be equipped with self-closing and positive self-latching closure mechanisms which shall be located as high as possible and comply with the Americans with Disabilities Act (ADA) requirements.

b. If a safety cover is used it must meet ASTM standard F1346-91 Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs.

4051.16 Wastewater Disposal.

All wastewater from any Category I, II, or III Aquatic Venue shall be disposed of in a manner which will not create a nuisance and is in accordance with applicable local regulations.

4051.17 General Maintenance.

Each Category I, II, or III Aquatic Venue must be maintained in such a way as not to create a nuisance or public health risk.

4051.18 Inspections

a. The Health Officer shall conduct such inspections as often as deemed necessary to ensure compliance with all the provisions of this chapter and he/she shall have right of entry at any reasonable time to the Aquatic Venue, its records, and accompanying facilities.

b. Upon investigation or inspection of an Aquatic Venue, the Health Officer determines that conditions exist that warrant the closing of the facility, the Health Officer shall issue a written closing order to the owner or operator of the Aquatic Venue, noting the violations. A “notice of closure” sign shall be conspicuously placed at the entrance to the facility. It shall be unlawful for any Person to remove a “notice of closure” sign unless authorized to do so by the Health Officer. The owner or operator, thereafter, shall be responsible

for prohibiting any Person from using the facility until the violations have been abated. If the Health Officer notes violations, which do not warrant closing the facility, a written notice shall be provided to the owner or operator with reasonable times for compliance. If the noted violations are not abated within the time set forth in the notice, the facility shall then be automatically closed unless the Health Officer, upon good cause, extends the time for compliance.

c. The following violations shall warrant immediate closure by the Health Officer. Closure resulting from an inspection will require a re-inspection before the Aquatic Venue begins operations again.

i. Any hazardous condition that may create an immediate danger to life, health, or safety;

ii. Failure of the Aquatic Venue's equipment or structure that may jeopardize the health or safety of the persons using or operating it;

iii. Failure to meet required disinfectant concentrations;

iv. Failure to meet water clarity requirements;

v. The grate on the main drain is missing or broken;

vi. Failure to meet lifeguard requirements;

vii. A Spa's water temperature exceeds 104° Fahrenheit;

viii. Readily accessible emergency telephone/communications device is inoperable;

ix. Failure to have all entrances equipped with self-closing and self-

latching door/gate;

x. Lack of required safety equipment;

xi. Failure to meet the Licensed Aquatic Venue Operator requirement;

xii. Repeat violations from previous inspection(s); or

xiii. If an Aquatic Venue has been linked to a recreational water illness outbreak confirmed by a licensed physician.

d. The Health Officer shall conduct a follow-up inspection to insure all violations from the initial investigation(s)/inspection(s) have been abated.

Fees shall apply for all follow-up inspections.

e. If violation(s) are corrected at the time of the initial investigation/inspection a follow-up inspection will not be required.

f. Closing orders shall be repealed once all violations that warranted the closing order have been abated and inspected by the Health Officer.

4052. More Restrictive Provision Shall Govern.

In the case of a conflict between any provision of this chapter and a provision of any other rule, regulation, and statute or law, whether federal, state, or local, the more restrictive provision shall govern.

405[1]3. Penalty Provision.

Any person, firm, partnership, or corporation who violates any provision of this chapter shall, on conviction, be fined not more than one thousand dollars (\$1,000.00) or sentenced to not more than one (1) year in the county jail, or both.

405[1]3.1 Separate Offense.

Each day that a violation of this chapter exists shall constitute a separate offense.

405[2]4. Payment of Property Taxes.

Notwithstanding anything contained in this chapter to the contrary, the issuance of a permit under this chapter to any applicant may be withheld and any permit previously issued under this chapter to any applicant may be suspended or revoked, if property tax due to the county on any Applicant Property (defined below) is or becomes delinquent. As used herein, the term "Applicant Property" shall mean any real or personal property that is owned by such applicant or that is used in the activity for which the permit is required and owned by any party related to such applicant or owned by any entity owned or controlled by or under common ownership or control with such applicant.

CHAPTER 40

SCHEDULE I

FOOD SAFETY AND ENVIRONMENTAL HEALTH

Required permits and Permit Fees.

Establishments, events, and public engagements that require a permit and inspection are listed in this schedule I. [The following] Annual permit fees shall be charged according to schedule I.

[Authorized Events Conducted by County Employees in County Facilities Fee, Waiver. No fee shall be charged for any approved one-day fundraising event that is sponsored by the County or Circuit Court within County facilities and open to the public for a nonprofit/charitable cause.]

[Catering Permit Fee. An annual fee of three hundred seventy five dollars (\$375) shall be charged of each establishment that will have a Catering Operation.]

[Farmers' Market Vendor Stall Permit Fee. An annual fee of twenty five dollars (\$25) shall be charged for each farmer's market vendor stall.]

[Food Establishment Permits. The following annual fees apply to Food Establishments. Note that Food Establishments that engage in both food service and retail business in the same location are subject to fees based on low, medium, or high priority classification, as

defined in the Missouri Department of Health Rules.]

[Low Priority Establishment]. An annual fee of one hundred fifty dollars shall be charged of each Low Priority Food Establishment.]

[Medium Priority Establishment]. An annual fee of three hundred fifty dollars (\$350) shall be charged of each Medium Priority Food Establishment.]

[High Priority Establishment]. An annual fee of seven hundred sixty dollars (\$760) shall be charged of each High Priority Food Establishment.]

[Late Fee]. A late fee of fifty dollars (\$50) will be charged for any annual establishment permit issued after the date of expiration.]

[Late Fee, Temporary Event]. A late fee of twenty five dollars (\$25) will be charged for any temporary event application received less than 48 hours before the event.]

[Lodging Establishment Fee]. An annual fee of one hundred fifty dollars (\$150) shall be charged for each Lodging Establishment.]

[Lodging Establishment Fee Exemption]. Shelters set up for disaster situations shall be exempt from permitting fees. Shelters remaining open longer than 48 hours will be inspected using guidelines from Center for Disease Control (CDC). Recommendations will

be given at the time of the inspection to run the shelter more effectively.]

[Mobile Food Unit/Pushcart Permit Fee. An annual fee of two hundred dollars (\$200) shall be charged for each Mobile Food Unit or Pushcart.]

[Non-Profit Food Establishment. An annual fee of twenty-five dollars (\$25) shall be charged for each permanent Food Establishment that is operated by a Non-Profit Organization.]

[Non-Profit Organization Fee. A flat fee of two hundred dollars (\$200) shall be charged for any one-day fundraising event sponsored by a non-profit organization(s) that has more than four (4) vendors or food providers participating so long as all profits from the proceeds of the event must benefit a non-profit organization.]

[Non-Profit Temporary Food Establishment Permit Fee. A fee of twenty five dollars (\$25) will be charged for each Non-Profit Temporary Food Establishment for a permit not to exceed fourteen (14) days. A permit shall be valid for four (4) events in which a Non-Profit Temporary Food Establishment participates and a new permit shall be required for every four additional events.]

[Plan Review/ Pre-Opening Inspection Fee. A fee of three hundred dollars (\$300) shall be charged for the review of plans and preopening inspection of Food Establishments, excluding Temporary Food Establishments.]

[Public Agencies]. Whenever a public agency with taxing authority is the applicant for a permit, any fee authorized by this chapter may be reduced or abated by the Health Officer for the purpose of conserving public tax resources.]

[Re-inspection Fee]. A re-inspection fee of one hundred dollars (\$100) will be charged when a re-inspection is required to correct noncompliance, with the exception of school cafeterias and Temporary Food Establishments.]

[Replacement Permits]. A replacement permit will be issued upon receipt of written application. A charge of five dollars (\$5.00) shall be made for the duplicate permit.]

[School Cafeteria Permit Fee]. An annual permit of fifty dollars (\$50) shall be charged of each school cafeteria.]

[Seasonal Food Establishment Permit Fee]. A fee of one hundred dollars (\$100) shall be charged of each Seasonal Food Establishment.]

[Soft Serve Frozen Dessert Machine Fee]. A soft serve frozen dessert machine annual permit fee of fifty dollars (\$50) shall be charged for each soft serve frozen dessert machine within a Food Establishment, Temporary Food Establishment, or Seasonal Food Establishment.]

Temporary Food Establishment Permit Fee. A fee of fifty dollars (\$50) shall be charged of each Temporary Food Establishment for a permit not to exceed fourteen (14) days. A separate permit is required for each event in which a Temporary Food Establishment participates.]

Vending Machine Permit Fee. An annual fee of twenty five dollars (\$25) shall be charged for each Vending Machine containing Potentially Hazardous Food.]

The chart below reflects service fees for 2017. An increase is to be implemented every two years according to the schedule below.

<u>Permit</u>	<u>2017</u>	<u>2019</u>
Replacement Fee	<u>\$5</u>	<u>\$5</u>
<u>Plan Review Fee</u>	<u>\$300</u>	<u>\$310</u>
<u>Re-inspection Fee</u>	<u>\$100</u>	<u>\$105</u>
<u>Low Priority Food Establishment permit</u>	<u>\$250</u>	<u>\$255</u>
<u>Medium Priority Food Establishment Permit</u>	<u>\$450</u>	<u>\$460</u>
<u>High Priority Food Establishment Permit</u>	<u>\$760</u>	<u>\$775</u>
<u>Mobile Unit/Push Cart Permit</u>	<u>\$200</u>	<u>\$205</u>
<u>Non-Profit Food Establishment Permit</u>	<u>\$25</u>	<u>\$30</u>
<u>School Cafeteria Permit</u>	<u>\$50</u>	<u>\$55</u>
<u>Seasonal Permit</u>	<u>\$100</u>	<u>\$105</u>
<u>Soft Serve Dessert Machine Permit</u>	<u>\$50</u>	<u>\$55</u>
<u>Temporary Food Establishment Permit</u>	<u>\$50</u>	<u>\$55</u>
<u>Catering Permit</u>	<u>\$375</u>	<u>\$385</u>
<u>Farmer's Market Vendor Stall Permit</u>	<u>\$25</u>	<u>\$30</u>
<u>Non-Profit Temporary Food Permit</u>	<u>\$25</u>	<u>\$30</u>
<u>Lodging Establishment Permit</u>	<u>\$150</u>	<u>\$155</u>
<u>Food Processor/Warehouse Permit</u>	<u>\$150</u>	<u>\$155</u>
<u>Aquatic Venue Permit</u>	<u>\$150</u>	<u>\$155</u>
<u>Vending Machine Permit Fee</u>	<u>\$25</u>	<u>\$30</u>
<u>Food Permit Late Filing Fee</u>	<u>\$50</u>	<u>\$55</u>
<u>Temporary Food Permit Late Fee – Application is considered late if submitted less than 48 hours before the event.</u>	<u>\$25</u>	<u>\$30</u>

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Chief Deputy County Counselor

County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5008 introduced on August 22, 2017 was duly passed on _____, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____ Nays _____

Abstaining _____ Absents _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5008.

Date

Frank White, Jr., County Executive

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**CITY OF GRAIN VALLEY
BOARD OF ALDERMEN AGENDA ITEM**

MEETING DATE	11/13/2017	
BILL NUMBER	R17-41	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH BKM CONSTRUCTION LLC FOR GRAIN VALLEY'S "SW EAGLES PARKWAY SIDEWALK IMPROVEMENTS"	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Rick Arroyo, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$158,259.88
	Budget Line Item:	295-00-79900
	Balance Available:	\$184,500
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide sidewalk connectivity along Eagles Parkway from Kirby Road to the Old Towne Market Development site	
BACKGROUND	This project was submitted for grant funding in March of 2014 and was awarded funds for an 80% match not to exceed \$129,900 in January of 2015. The Board approved Ordinance 2365 approving the City Administrator to enter into an agreement with MoDOT for Transportation Alternatives Funds for this project on July 27 th 2015.	
SPECIAL NOTES	N/A	
ANALYSIS	Contractor References have been verified and found positive.	
PUBLIC INFORMATION PROCESS	Project was open to public bid and accepted on October 11 th , 2017.	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memo, MoDOT Concurrence Letter, Project Manual

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

November 13, 2017

RESOLUTION NUMBER
R17-41

SPONSORED BY
ALDERMAN TOTTON

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH
BKM CONSTRUCTION LLC FOR GRAIN VALLEY'S "SW EAGLES PARKWAY
SIDEWALK IMPROVEMENTS"**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, must approve all contacts; and

WHEREAS, BKM Construction LLC responded to a call for sealed bids for construction of Grain Valley's SW Eagles Parkway Sidewalk Improvements project; and

WHEREAS, staff has reviewed BKM Construction LLC references and recent projects list and have found them to be valid and positive; and

WHEREAS, staff has received MoDOT Concurrence to award to BKM Construction LLC and execute the contract; and

WHEREAS, new sidewalk infrastructure is necessary for improved pedestrian connectivity to commercial districts within the City's downtown, and

WHEREAS, the Board of Aldermen have reviewed this recommendation and believe it to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

SECTION 1: The City Administrator shall enter into a contract with BKM Construction LLC for construction services.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2017.

Mike Todd
Mayor

ATTEST:

Theresa Osenbaugh
City Clerk

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Memorandum

To: Board of Alderman/Ryan Hunt
From: Richard Arroyo, P.E.
Date: 11-3-17
Re: Grain Valley Eagles Parkway Sidewalk Improvement Project TAP #3456(401)

On October 11, 2017 the City of Grain Valley accepted seven bids for Grain Valley's SW Eagles Parkway Sidewalk Improvement Project TAP #3456(401). This project was submitted for grant funding in March of 2014 and was awarded funds for an 80% match not to exceed \$129,900 in January of 2015. The scope of the project is to provide connectivity from Kirby Road to Eagles Parkway and ultimately north of the I-70 Interchange along Main Street. The contractors and bid amounts are as follows:

Amino Brothers Company	\$219,405.35
Terry Snelling Construction	\$191,870.00
Gunter Construction Company	\$173,529.65
Phoenix Concrete & Underground	\$170,530.35
Tasco LLC	\$166,016.45
Freeman Concrete Construction	\$163,955.00
BKM Construction	\$158,259.88
Engineers Estimate	\$137,332.20

The three low bidders from lowest to highest were BKM Construction, Freeman Concrete Construction, and Tasco LLC. Staff evaluated each bid for errors and consistency with reasonable bid amounts for each line item. We also compared the line item amounts to the engineers estimate provided by our consulting engineer, MKEC Engineering. Although the engineers estimate was lower compared to the bid totals, market comparisons for line items were found to be consistent with all bids for current market conditions. Staff has reviewed references from the low bidder BKM Construction and found them to be in good standing. BKM Construction has also obtained MoDOT Contractor Approval prior to bidding and has constructed work similar in nature to our advertised project and appeared to be equivalent to expectations asked in our Eagles Parkway Sidewalk Improvements Project.

After examining all references and equivalent projects, Staff recommends awarding the Eagles Parkway Sidewalk Improvement Project TAP #3456(401) to BKM Construction based on verified references, quality of workmanship on comparative projects, and competitive bid amount.

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November 2, 2017

Mr. Rick Arroyo
Community Development Director
City of Grain Valley, Missouri

Re: TAP 3456 (401) Eagles Parkway Sidewalks

Dear Mrs. Arroyo,

We have completed our review of the Bid Tab information submitted and concurred on awarding the project to the low bidder – BKM Construction. To move the project forward, please contact your LPA Construction Contact, James Bentley at 816-607-2105 or James.Bentley@modot.mo.gov. The city needs to provide an expected date when the documents below will be forwarded to MoDOT and set a tentative date for the pre-construction conference. Please try to schedule the pre-construction conference within 30 days.

As noted in MoDOT's concurrence letter, please forward the following documents to James as soon as possible:

- Final Plans Package given to Bidders (include all addenda that were issued) – 1 hard copy and 1 e-copy
- Fully Executed Contract - 1 hard copy and 1 e-copy
- Payment Bond, Performance Bond – electronic copy only
- Insurance Certificate – electronic copy only
- Signed Worker Eligibility Verification Affidavit – electronic copy only
- Signed E-Verify Memorandum of Understanding (MOU) – electronic copy only

Please note that MoDOT cannot provide a Notice to Proceed until all documents are submitted and the pre-construction conference is complete.

If you have any questions, please contact me at (816) 607-2258.

Sincerely,



Colin Victory
Transportation Planner



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Federal #666004
Tap #3456(401)

City of Grain Valley
711 Main Street City Hall
Grain Valley, MO 64029

REQUEST FOR BID

BID OF

Bidder Name _____

Bidder Address _____

FOR
CONSTRUCTING OR IMPROVING
SW Eagles Parkway Sidewalk Improvements

**City of Grain Valley
Jackson County, Missouri**

SECTION 00020 – ADVERTISEMENT FOR BID

Sealed Bids for the construction of the **SW Eagles Parkway Sidewalk Improvements** will be received by the City of Grain Valley at City Hall, 711 Main Street, Grain Valley, Missouri until 2:00 p.m. CST on Tuesday October 3, 2017. At said place and time, all Bids that have been duly received will be publicly opened and read aloud.

The Work is generally described as follows:

Installation of new sidewalk, intersection improvements and signalization and all associated work as shown in the attached construction documents.

All Bids must be in accordance with the Bidding Documents, including, Drawings, Specifications, and Contract Documents on file at the Community Development Department, located in City Hall, 711 Main Street, Grain Valley, Missouri.

Copies of the Bidding Documents may be obtained from Drexeltech.com. Charges for all Bidding Documents obtained are available in the Drexel Plan Room.

Bids will be received on a measured quantity basis as described in the Bidding Documents. The project will be awarded to the lowest, responsive, responsible bidder.

Each Bid shall be accompanied by a certified check, made payable to the City of Grain Valley, Missouri in an amount not less than five percent (5%) of the total Bid or by a Bid Bond with a Surety licensed to do business in the State of Missouri in the amount of five percent (5%) of the total Bid. This Security may be retained by the Owner until the Contract for the Project has been fully executed.

The Contractor and all subcontractors will be required to comply with all applicable Federal and State labor regulations including Equal Employment Opportunity, Nonsegregated Facilities, Minimum Wage Rates and Affirmative Action requirements. The City of Grain Valley hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this Advertisement, minority business enterprises will be afforded full opportunity to submit Bids without discrimination, regardless of race, color, or national origin in consideration for any award.

Wage rates paid for Work for this Project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of the State of Missouri.

All bids are subject to the Buy Local/American policy and any other applicable purchasing statutes of the State of Missouri.

No bidder may withdraw its Bid within 90 days after the actual date of the opening of Bids. The City of Grain Valley, Missouri reserves the right to award the Contract by sections, to reject any or all Bids, and to waive any informalities or irregularities therein.

Owner: City of Grain Valley, Missouri

Date: _____

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Contract Forms

[Fig 136.10.3 Sample Contract Agreement](#)

[Fig 136.10.4 Sample Contract Bond](#)

[Fig 136.10.5 Sample Contractors Acknowledgement](#)

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Grain Valley, City Hall, 711 Main Street, Grain Valley, Missouri for the proposed work will be received by the City of Grain Valley until **2:00 pm** (CST) on **Tuesday, October 3rd**, at the office of the City of Grain Valley, City Hall, 711 Main Street, Grain Valley, Missouri, and at that time will be publicly opened. Bids should be delivered to: 711 Main Street, Grain Valley, Missouri.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Installation of new sidewalk, intersection improvements and signalization and all associated work as shown in the attached construction documents.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "**City of Grain Valley**", and the term "Engineer" is a reference to the Engineer of Record from **MKEC Engineering, Inc.**

The contracting authority for this contract is **City of Grain Valley, Missouri.**

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 120 of calendar days

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 700

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 24", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids staple addenda to bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

_____, which is the correct LEGAL NAME.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual partnership joint venture
- corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this _____ day of _____ 20____.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **0 slots** at 1000 hours per slot or **0 hours**.

(16) **SUBCONTRACTOR DISCLOSURE**: Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD**: This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM
SW EAGLES PARKWAY SIDEWALK IMPROVEMENTS
GRAIN VALLEY, MISSOURI
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Grain Valley, Missouri

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings

- A. Identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- B. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- C. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- D. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SW EAGLES PARKWAY- SIDEWALK, GRAIN VALLEY, MO					
Project Bid Table					
Item	Quantity	Unit	Unit Cost	Install Cost	Total
UTILITIES					
Electric-New Service	1	LS			
Electrical Utility-Direct Costs	1	LS			
Electric-Pedestrian Crossing	1	LS			
Utility Relocation/Guy Wires	1	LS			
PAVING/STRUCTURES					
Concrete Sidewalk(4 Inch)	8037	SF			
ADA Street Crossing	8	EA			
EARTHWORK					
Grading	1	LS			
Site Clearing	1	LS			
Erosion Control	1	LS			
Total					

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of _____;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. *[If applicable]* Contractor’s License No.: _____ *[or]* Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with Supporting Data; and
- H. *[List other documents as pertinent]*

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in [State where Project is located] is
____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to

sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

Date (*Not later than Bid due date*):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____
Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the _____ by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is _____ and the email address for submittal is _____. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
1.					
		Total			
2.					
		Total			
3.					
		Total			
4.					
		Total			
Total DBE Participation					

** Cannot exceed contract amount for given item of work.

DBE Submittal

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services Trucks are leased from non-DBE source				Only Include <u>Fees</u> for Trucking Services	
Brokered Services				Only Include <u>Fees</u> for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

** Cannot exceed contract amount for given item of work.

Company: _____ Date: _____

By: _____ Title: _____

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

City of Grain Valley, Missouri

711 Main ♦ Grain Valley, MO 64029

Phone: (816) 847-6200 ♦ Fax: (816) 847-6209

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

1. Abbreviations - Wherever in these specifications and Contract Documents the following abbreviations are used, they shall be the latest year of adoption or revision, unless otherwise specified:

A.A.S.H.T.O.	American Association of State Highway and Transportation Officials
A.C.I.	American Concrete Institute
A.I.S.C.	American Institute of Steel Construction
A.P.W.A. Association	Kansas City Metropolitan Chapter of the American Public Works Association
A.R.E.A.	American Railway Professionaling Association
A.S.T.M.	American Society for Testing and Materials
A.W.S.	American Welding Society
A.W.W.A.	American Water Works Association
C.R.S.I.	Concrete Reinforcing Steel Institute
M.C.I.B.	Midwest Concrete Industry Board, Inc.
MoDOT	Missouri Highway and Transportation Department
M.S.S.H.C.	Missouri Standard Specifications for Highway Construction
U.S.A.S.I.	United States of America Standards Institute
U.B.C.	Uniform Building Code
B.O.R.	Board of Outdoor Recreation
I.S.S.A	International Slurry Surfacing Association

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

3. Agreement - The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to or referred to in the Agreement and are made a part thereof as provided therein.

4. Application for Payment - The form provided by Owner which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

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

6. Bonds - Performance and Payment Bonds and any other instruments of security.

7. Change Order - Contractor's and Owner's and agreement with respect to an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement, as set forth in Paragraph 10.01 B.

8. Contract Documents - The Agreement, all Addenda which pertain to the Contract Documents, and identified in the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other document identified in the Agreement as part of the Contract Documents, and Modifications issued after execution of the Agreement. A Modification is: (a) a written amendment to the Contract signed by both parties; (b) a Change Order, or; (c) a Field Order. Shop Drawings, Submittals and reports and drawings of subsurface and physical conditions identified in Exhibit A to the Agreement are not Contract Documents.

9. Contract - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification defined above. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or any lower-tier Subcontractor of any tier or a Supplier.

10. Contract Price - The moneys payable by Owner to Contractor under the Contract Documents as stated in the Agreement.
11. Contract Times - The number of calendar days, or the completion dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to achieve Final Completion.
12. Contractor - The person, firm, or corporation, with whom Owner has entered into the Agreement.
13. Day - a calendar day of 24 hours measured from midnight to the next midnight.
14. Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Professional's recommendation of final payment.
15. Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or provided by Professional and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. Field Order - A written order issued by Professional or Owner which orders minor changes in the Work in accordance with Paragraph 10.01 E. but which does not involve a change in the Contract Price or the Contract Times.
18. Final Completion - Final Completion shall mean the date upon which the Professional certifies that the Work has been completed in strict accordance with the terms and conditions of the Contract Documents, including all Punch List items, that all documents and information required by the Contract Documents have been submitted to Owner by Contractor and that the entire balance of the Contract Price is due and payable to Contractor.
19. General Requirements - Section VII of the Contract Documents. The General Requirements pertain to all sections of the Specifications.
20. Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
21. Laws and Regulations- Any and all applicable laws, rules, regulations, ordinances and codes and interpretations thereof and any orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
22. Liens - Liens, charges, security interests or encumbrances upon real property, Project funds or personal property.
23. Lump Sum Price Contract - A lump sum price contract is a contract for which compensation for the Work is based on one lump sum amount without regard to any units or portions of the Work accomplished.
24. Notice of Award - The written notice by Owner to the apparent successful bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
25. Notice to Proceed - A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
26. Owner - The City of Grain Valley, Missouri with whom Contractor has entered into the Agreement and for whom the Work is to be provided.
27. Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.
28. PCBs - Polychlorinated biphenyls.
29. Pavement - Rigid or flexible type riding surface placed upon a previously prepared Sub-grade or base.

30. Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline's, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
31. Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
32. Professional - The person, firm or corporation named as such in the Agreement.
33. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
34. Punch List - The list of items, prepared in connection with the inspection of the Project by the Professional in connection with Substantial Completion of the Work or a portion of the Work, which the Owner's Representative or Professional has designated as remaining to be performed, completed or corrected before the Work will be accepted by the Owner.
35. Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time.
36. Resident Project Representative - The authorized representative of Professional who is assigned to the Project site or any part thereof.
37. Samples - Physical examples of materials, equipment or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Site - Lands or areas indicated in the Contract Documents as being furnished by Owner which are designated for the use of the Contractor.
39. Shop Drawings - All drawings, diagrams, illustrations, performance charts, instructions, brochures, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work.
40. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
41. Standard Specifications - The officially adopted "Standard Specifications" as adopted by the Owner.
42. Subcontractor - Any individual or entity having a direct contract with Contractor for the performance of the Work at the Site or any person or entity having a contract with a Subcontractor or any lower tier Subcontractor for the performance of part of the Work at the Site.
43. Street, Road or Alley - The whole area within the right-of-way limits.
44. Sub-Grade - That portion of the construction area which has been prepared as specified and upon which a layer of specified material, base, sub-base course, pavement, or other improvement is to be placed.
45. Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of Professional as evidenced by Professional's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended and Owner has obtained any approvals, permits or certificates of occupancy from any applicable governmental entity or agency so that the Work can be utilized for its intended purposes. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
46. Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.
47. Supplier - A manufacturer, fabricator, distributor, material man or vendor having a direct contract with Contractor or with any Subcontractor or with any lower tier Subcontractor to furnish materials or equipment to be incorporated in the Work.

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

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

50. Work - The supervision, labor, equipment, tools, material, supplies, incidentals, operations and activities required by the Contract Documents or reasonably inferable by Contractor therefrom as necessary to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner, and in the best manner known to each respective trade. The Work may constitute the whole or part of the Project.

51. Work Change Directive - A written directive to Contractor, issued on or after the Effective Date of Agreement and signed by Owner and approved by Professional, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Sections 4.02 or 4.03 or to emergencies under Paragraph 6.21. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Article 10.

52. Written Amendments - A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical matters rather than strictly construction-related aspects of the Contract Documents.

1.02 Furnish, Install, Perform, Provide

A. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site ready for use or installation and in usable or operable condition.

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

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

D. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Contractor delivers the executed Agreement to Owner, Contractor shall also deliver to Owner such Bonds as Contractor is required to furnish by the Contract Documents.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to five (5) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.03 Before Starting Construction

A. Since the Contract Documents are complimentary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the Site affecting it. These obligations are for the purpose of facilitating construction by the Contractor; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Professional as a request for information in such form as the Professional may require. Contractor shall not be liable to Owner or Professional for failure to report

any error, inconsistencies or omissions in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

B. Any design error, inconsistencies or omissions noted by the Contractor during any review of the Contract Documents shall be reported promptly to the Professional.

C. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Professional in response to the Contractor's notices or requests for information pursuant to Subparagraphs 2.03 A. or 2.03 B., the Contractor shall make Claims as provided in Articles 11 and/or 12. If the Contractor fails to perform the obligations of Subparagraphs 2.03 A. or 2.03 B., the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Professional, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with Sections 5.01, 5.02, 5.03, 5.04, 5.05 and 5.06 and 5.07.

2.04 Preliminary Schedules

A. Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) Contractor shall submit to Professional for its timely review: (a) a preliminary construction schedule; and (b) a preliminary schedule for Submittals which will list each required submittal and the times for submitting, reviewing, and process such Submittals. The construction schedule shall be in a detailed format satisfactory to the and the Professional which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestones). If Professional has a reasonable objection to the construction schedule or schedule for Submittals by Contractor, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Professional and re-submitted for acceptance. Such acceptance will not impose on Professional or Owner responsibility for the construction schedule or schedule for Submittals, schedule, for sequencing, scheduling or progress of the Work nor interference with or relieve Contractor from Contractor's full responsibility thereof.

2.05 Audio/Video Tape Recordings of Surface

A. Before starting the Work, the Contractor shall record the following surface conditions in audio and video form in the presence of the Professional and Owner in the following means:

1. The following location information shall be provided on color audio/video tape recording while walking the construction route.

a. Audio: Each recording shall begin with a verbal description of the current date, project name and municipality and be followed by the general location, (i.e., name of street, viewing side and direction of progress).

b. Video: Transparent information must appear on the viewing screen. This information will consist of the date and time of recording. The date information will contain the month, day and year.

c. Digital: To preclude the possibility of tampering or editing in any manner, all video recordings must, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording. The date information will contain the month, day and year.

2. The taped coverage shall include all surface features located within the zone of influences of construction supported by appropriate audio description. Audio description shall be made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, fences, curbs, ditches, roadways, landscaping, trees, culverts, headwalls, retaining walls, or buildings located within such zone of influence. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as may be required by the Professional. It is the intent of this coverage to accurately and clearly document pre-existing conditions and especially any items that could result in construction claims. **The excavation areas shall be physically marked with high visibility fluorescent paint prior to video taping. The markings shall include the job number and stationing.**

3. The zone of influence shall be defined as an area within 30 feet of the proposed work, and an additional 20 feet of supplemental coverage shall be provided in residential areas.

4. The Contractor shall be able to televise and tape areas with paved roads, along co-owned easements through parks, lawns, and open fields. If video taping on private property, the Contractor shall give the Owner sufficient prior notice of such entry so that property owners may be advised of and their permission obtained for the work.

5. To produce the proper detail and perspective, adequate lighting will be required to fill in the shadow areas caused by trees, utility poles, road signs and other such objects in residential areas or as directed by the Professional.

6. Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system, (i.e., manholes on a sewer system and hydrants on a water system), can be located by reference.

7. Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that during playback will produce clarity of the object viewed. The playback picture shall be in focus and be of extreme clarity at all times.

8. All taping shall be done during times of good visibility. No taping shall be done during periods of visible precipitation, or when more than 10% of the ground area is covered with snow, unless otherwise authorized by the Professional.

9. Professional shall have the authority to designate what areas may be omitted or added for audio-video coverage.

10. All tapes (cassettes and cases) shall be properly identified by tape number, location and project name and municipality in a manner acceptable to the Professional.

11. A record of the contents of each tape shall be supplied by a run sheet identifying each segment in the tape by location, i.e., roll number, street or road viewing, tape counter number, viewing side, point starting from, traveling direction and ending destination point.

12. Any portion of the video tape recording not conforming to specifications shall be rejected.

13. Any taped coverage not acceptable to the owner shall be re-filmed at no additional charge. The Contractor shall reschedule unacceptable coverage five (5) days after being notified.

14. One original and two copies are to be provided. Original to Owner, one copy to Professional, and one copy to Contractor.

15. Payment will be at the contract lump sum price for Video Documentation which price shall include all labor, equipment, and materials necessary to complete the work.

16. The taping shall be performed while a representative of the City and Professional is present. The City shall be notified a minimum of 48 hours in advance.

2.06 Preconstruction Conference

A. Within twenty (20) days after the Effective Date of the Agreement, but before Contractor starts the Work at the site, a conference attended by Contractor, Professional and others as appropriate will be held to discuss the schedules referred to in Section 2.04, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 Commencement of Contract Times

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.

2.08 Starting the Project

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.09 Erosion Control

A. Contractor shall submit an erosion control plan for approval and shall implement the approved plan prior to any Work being performed.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to Owner. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by Professional.

3.02 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies

A. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Professional, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Professional or Owner, or any of Professional's or Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

C. Except as otherwise specifically stated in the Contract Documents or as may be provided by a modification, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

D. Drawings are intended to show general arrangements, design, and dimensions of the Work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, they shall be supplied by the Professional on the Contractor's written request to the Professional. Where, on any Drawings, a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work. Where ornaments or other details are indicated by starting only, such details shall be continued throughout the courses or parts in which they occur and shall also apply to all other similar parts in the Work, unless otherwise indicated. In case of differences between small and large scale drawings, the larger scale drawings shall govern.

3.03 Contractor's Representations

A. Except as to any reported errors, inconsistencies or omissions, by executing the Contract, the Contractor represents the following:

1. The Contract Documents are sufficiently complete and detailed for the Contractor to (a) perform the Work required to produce the results intended by the Contract Documents and (b) comply with all the requirements of the Contract Documents; and
2. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are consistent with: (a) good and sound practices within the construction industry; (b) generally prevailing and accepted industry standards applicable to the Work; (c) requirements of any warranties applicable to the Work; and (d) all laws, ordinances, regulations, rules and orders which bear upon the Contractor's performance of the Work.

B. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor represents that it has performed its own

investigation and examination of the Project site and its surroundings and satisfied itself before entering into this Contract as to:

1. conditions bearing upon transportation, disposal, handling and storage of materials;
2. the availability of labor, materials, equipment, water, electrical power, utilities and roads;
3. uncertainties of weather, river stages, flooding and similar characteristics of the site;
4. conditions bearing upon security and protection of material, equipment and Work in progress;
5. the form and nature of the Project site, including the surface and sub-surface conditions;
6. the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
7. the means of access to the site and the accommodations it may require and, in general, shall be deemed to have obtained all information as to risks, contingencies and other circumstances.

3.04 Amending Contract Documents

A. The Contract Documents may be amended only by a Modification.

3.05 Reuse of Documents

A. Neither Contractor nor any Subcontractor, Supplier, other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof). They shall not reuse any of them on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by the Professional who prepared the documents. This prohibition shall survive final payment, completion, acceptance of the Work, or termination or completion of the Contract. Nothing contained herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS: PHYSICAL CONDITIONS: REFERENCE POINTS

4.01 Availability of Lands

A. Contract Times Owner shall obtain all lands and rights-of-way upon which the Work is located prior to the issuance of a notice to proceed, except as set forth in the Contract Documents. In the event Owner is unable to acquire all lands and rights-of-way prior to the issuance of the notice to proceed, Owner shall notify the Contractor of which lands and rights-of-way have not been obtained and will proceed with Work only upon lands and rights-of-way Owner has obtained. The Contractor recognizes this risk and this contingency has been included in the Contract Price. Owner, with reasonable promptness, shall obtain the lands and rights-of-way upon which the Work is located. In no event will the Contractor be entitled to monetary compensation for Owner's reasonable delay in obtaining the lands or rights-of-way, since this contingency has been included in the Contract Price. The Contractor's sole recovery will be in the form of an extension of time, if appropriate. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions, other than Underground Facilities, which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions, other than Underground Facilities, of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Professional promptly before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions. The Professional will promptly investigate such conditions. If such conditions differ materially, as provided for above and cause an increase or decrease in the Contractor's cost of, or time required for performance of the Work, an equitable adjustment in the Contract Price or Contract Times, or both, shall be made, subject to the provisions and restrictions set forth herein. If Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents, and that no change in the terms of the Contract is justified, Professional will so notify the Contractor in writing. If the Contractor disputes the finding of the Professional that no change in the terms of the Contract is justified, Contractor shall proceed with the Work, taking whatever steps are necessary to overcome or correct such conditions so that Contractor can proceed in a timely manner. The Contractor shall have the right to file a Claim in accordance with the Contract Documents.

B. It is expressly agreed that no adjustment in the Contract Times or Contract Price shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions

disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction investigations for the Project, or (2) inspections, tests, reviews and preconstruction inspections which the Contractor had the opportunity to make or should have performed in connection with the Project. The Owner assumes no responsibility for any conclusions or interpretations based upon information relating to sub-surface or other site conditions made available by the Owner, and marked "for informational purposes only." The Owner and Professional do not warrant the accuracy of any information relating to sub-surface conditions contained in reports, documents and drawings made available to Contractor marked "for informational purposes only" and such documents are not Contract Documents. Contractor may not rely upon the accuracy or completeness of such reports and drawings and should perform its own tests and investigations of the same. Contractor shall make no claim against the Owner or Professional for any inaccuracy of such information, reports, documents or drawings, including any Claim that the physical conditions are different than those indicated in such reports and drawings.

4.03 Underground Facilities

A. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to Owner or Professional by the Owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Professional shall not be responsible for the accuracy or completeness of any such information; and
2. Contractor shall have full responsibility for reviewing and checking all such information and data, locating all Underground Facilities shown or indicated in the Contract Documents, coordination of the Work with the Owners of such Underground Facilities during construction, the safety and protection thereof as provided in Paragraph 6.21 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

B. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.21) identify the Owner of such Underground Facility and give written notice thereof to that Owner and to Owner and Professional.

1. Professional will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Article 6.20.
2. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

4.04 Reserved

4.05 Hazardous Environmental Conditions at Site

A. Contractor shall not be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Contractor shall be responsible for any such materials brought to the site by Contractor, Subcontractor, Suppliers or anyone else for whom Contractor is responsible.

B. Contractor shall immediately: (1) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Paragraph 6.21), and (2) notify Owner and Professional (and thereafter confirm such notice in writing). Owner shall promptly consult with Professional concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (a) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (b) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of any

adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, Contractor may make a claim therefor as provided in Articles 11 and 12.

C. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, the Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of any adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owners' own forces or others in accordance with Article 7.

D. It is acknowledged and agreed by Contractor that in no event shall Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor of any tier, any materialman, Supplier or any person or entity for whom any of them is responsible. If Contractor brings to the Project site any hazardous material, toxic material or any material regulated by any Laws, Contractor shall notify Professional in writing and Contractor shall comply with all applicable Laws relating thereto and accept sole responsibility for compliance with all environmental quality standards, limitations and permit requirements promulgated thereunder, including without limitation federal, state and local air quality standards for fugitive dust control, prevention of surface and ground water contamination and hazardous and other waste disposal practices and procedures. Contractor shall utilize the highest degree of care in handling such materials and in taking all necessary precautions and measures to prevent any spills of such materials. The Contractor shall defend, indemnify and hold harmless the Owner from any and all claims, costs, losses, damages and expenses, including reasonable attorneys' fees and expert fees, prosecutions, payment of any and all fines or penalties, and the cost of abatement or remediation arising out of or relating to a hazardous condition created by Contractor, Subcontractor, Supplier, or anyone else for whom Contractor is responsible.

E. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers of the site in accordance with all applicable Laws.

4.06 Borrow and Waste Sites

A. Unless borrow or waste sites are designated on the Plans or specified in the Supplementary Conditions, the Contractor shall secure and operate such sites at their own expense. These borrow and waste sites shall be operated in such a manner as to meet safety and health requirements all Laws and Regulations.

ARTICLE 5 - INSURANCE AND BONDS

5.01 Contractor's Liability Insurance

A. Contractor shall secure from the date of the Agreement and maintain for such periods of time as set forth below, insurance of such types and in such amounts specified in Sections 5.02 through 5.05, inclusive. The form of such insurance together with carriers thereof, shall satisfy the requirements set forth below in Sections 5.02 through 5.06, inclusive.

5.02 Commercial General Liability

A. Contractor shall secure and maintain from the date of the Agreement and for a period of at least two (2) years from the date of Final Completion of the entire Work commercial general liability insurance ("CGL") with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. If such CGL insurance contains a general aggregate limit, it shall separately apply to this Project. Such CGL insurance shall be on an occurrence basis.

B. CGL insurance shall be written on a comprehensive form and shall cover claims and liability in connection with or resulting from the Contractor's operations and activities under the Contract, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any operations or activities of the Contractor, its agents, or any Subcontractors of any tier or by anyone directly or indirectly employed by either of them.

C. CGL insurance shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) coverages. In particular, and not by way of any limitation, the CGL insurance shall cover the Contractor's deference and indemnity obligations contained in the Contract Documents.

D. There shall be no endorsement or modification of the CGL policy limiting the scope of coverage for liability arising from blasting, explosion, collapse, or underground property damage.

E. "The City of Grain Valley, Missouri" shall be endorsed as an "additional insured" under the CGL policy. In lieu of naming the City of Grain Valley, Missouri as an additional insured, under the CGL policy, Contractor may satisfy such requirement by purchasing and maintaining an Owner's and Contractor's Protective Liability policy on behalf of Owner, as named insured with limits as provided for in Paragraph 5.02 A. The CGL policy shall also contain a "Separation of Insureds" provision. If Contractor's CGL policy does not contain a "Separation of Insureds" provision, Contractor's CGL policy shall be endorsed to provide cross-liability coverage.

F. Contractor waives all rights against Owner and its agents, officers, representatives and employees for recovery of damages to the extent those damages are covered by the CGL policy required hereunder.

5.03 Automobile Liability

A. Contractor shall secure and maintain from the date of the Contract for Construction and for a period of at least two (2) years from the date of Final Completion of the entire Work, insurance, to be on comprehensive form, which shall protect Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of the Work of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall include contractual liability coverage and shall provide coverage on the basis of the date of any accident. The liability limits under such policy shall not be less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage per accident. "The City of Grain Valley, Missouri" shall be endorsed as an "additional insured" under the policy required by this Paragraph 5.03 A.

B. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent such damages are covered by the automobile liability insurance required hereunder.

5.04 Workers' Compensation Insurance

A. Contractor shall purchase and maintain workers' compensation insurance and employers' liability insurance which shall protect Contractor from claims for injury, sickness, disease or death of Contractor's employees or statutory employees. The insurance policies required hereunder shall include an "all states" or "other states" endorsement. In case any Work is sublet, Contractor shall require any Subcontractor of any tier to provide the insurance coverages required under this Section 5.04.

B. Contractor's workers' compensation insurance coverage shall be in compliance with all applicable Laws, including the statutes of the State of Missouri. Contractor's employers' liability coverage limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

C. Contractor waives all rights against Owner and its agents, officers and directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and/or employers' liability insurance required hereunder.

5.05 Miscellaneous Liability Insurance

A. If required by the Supplementary Conditions, Contractor shall also secure and maintain Owner's and Contractor's Protective Liability insurance on behalf of Owner, as named insured, with a minimum limit of coverage as set forth in the Supplementary Conditions.

B. If the Work is to be performed in or adjacent to a railroad right-of-way or if required by the Supplementary Conditions, Contractor shall secure on behalf of such applicable railroad company, as named insured, railroad protective liability insurance with minimum liability limits set forth in the Supplementary Conditions. Such insurance shall protect and defend the railroad company against claims as a result of the operations of Contractor. This insurance shall be acceptable to the railroad and shall be maintained throughout the period when Contractor is working on or adjacent to property the railroad company has an interest. Contractor shall not enter upon the property the railroad company has an interest until such insurance is in effect.

C. Contractor shall also provide any type of insurance not described above which Contractor requires for its own protection or on account of any applicable Laws.

5.06 General Requirements For Liability Insurance Coverages

A. All insurance coverages required herein shall be provided by insurance companies that are duly licensed to conduct business in the State of Missouri as an admitted carrier. The form and content of all insurance coverages provided by Contractor are subject to the approval of Owner. All required coverages shall be obtained and

paid for by Contractor. Any acceptance of the form, content or insurance company by Owner shall not relieve the Contractor from the obligation to provide the coverages required herein.

B. All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Agreement, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than \$10,000.00 and shall not be subject to a per-occurrence deductible of more than \$25,000.00. Insurance procured by Contractor covering the additional insureds shall be primary insurance and any insurance maintained by Owner shall be excess insurance.

C. All insurance required hereunder shall provide that the insurer's cost of providing the insureds a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility. Contractor shall cause its insurance carriers to waive all rights of subrogation against the Owner and its officers, employees and agents.

D. The Contractor shall furnish the Owner with certificates, policies or binders which indicate the Contractor and Owner are covered by the required insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates, policies or binders shall be submitted to Owner within ten (10) days from the date Contractor receives notice of the award of the Contract. All certificates, policies and binders shall be executed by a duly authorized agent of each of the applicable insurance carriers and shall contain the statement that: "The insurance covered by this certificate will not be canceled or altered except after thirty (30) days' written notice has been received by Owner." All certificates, policies and binders shall be in a form acceptable to the Owner. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

E. With respect to all insurance coverages required to remain in force and affect after final payment, Contractor shall provide Owner additional certificates, policies and binders evidencing continuation of such insurance coverages along with Contractor's application for final payment and shall provide certificates, policies and binders thereafter as requested by Owner.

F. The maintenance in full current force and effect of such forms and amounts of insurance and bonds required by the Contract Documents shall be a condition precedent to Contractor's exercise or enforcement of any rights under the Contract Documents.

G. Failure of Owner to demand certificates, policies and binders evidencing insurance coverages required by the Contract Documents, acceptance by Owner of such certificates, policies and binders or failure of Owner to identify a deficiency from evidence that is provided by Contractor shall not be construed as a waiver of Contractor's obligations to maintain the insurance required by the Contract Documents.

H. The Owner shall have the right to terminate the Contract if Contractor fails to maintain the insurance required by the Contract Documents.

I. If Contractor fails to maintain the insurance required by the Contract Document, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense. If Owner is damaged by Contractor's failure to maintain the insurance required by the Contract Documents, Contractor shall bear all reasonable costs properly attributable to such failure.

J. By requiring the insurance set forth herein and in the Contract Documents, Owner does not represent or warrant that coverage and limits will necessarily be adequate to protect Contractor, and such coverages and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

K. If Contractor's liability policies do not contain a standard separation of insureds provision, such policies shall be endorsed to provide cross-liability coverage.

L. If a part of the Work hereunder is to be sublet, the Contractor shall: (1) cover any and all Subcontractors in its insurance policies; (2) require each Subcontractor to secure insurance which will protect said Subcontractor and supplier against all applicable hazards or risks of loss designated in accordance with Article 5 hereunder; and (3) require each Subcontractor or supplier to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with any insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required by any claim or suit.

M. It is understood and agreed that the insurance coverages required by the provisions of this Article 5 are required in the public interest and that the Owner does not assume any liability for acts of Contractor or Subcontractors of any tier or their employees in the performance of the Contract or Work.

5.07 Property Insurance

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, as an admitted carrier, builder's risk insurance on the entire Work. Such insurance shall be written on a completed value form and in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work. The insurance shall apply on a replacement cost basis.

B. The insurance as required in Paragraph 5.07 shall name as insureds the Owner, Contractor and all Subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to Owner.

C. The insurance as required in Paragraph 5.07 shall cover the entire Work, including reasonable compensation for Professional's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site but intended for use at the site, and shall also cover portions of the Work in transit, including ocean transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

D. The insurance required by Paragraph 5.07 shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, frost, water damage, windstorm and freezing.

E. If there are any deductibles applicable to the insurance required by Paragraph 5.07, Contractor shall pay any part of any loss not covered because of the operation of such deductibles.

F. The insurance as required in Paragraph 5.07 shall be maintained in effect until the earliest of the following dates:

1. the date which all persons and organization who are insureds under the policy agree in writing that it shall be terminated;
2. the date on which final payment of this Contract has been made by Owner to Contractor; or
3. the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

G. Contractor shall purchase and maintain boiler and machinery insurance required by the Supplementary Conditions, which shall specifically cover such insured objects during installation until final acceptance by the Owner. This insurance shall name as insureds Owner, Contractor and Subcontractors of any tier in such Work.

H. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors of any tier, suppliers, agents and employees, each of the other, (2) the Professional and Professional's consultants, and (3) separate contractors described in Article 6, if any, and any of their subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 5.07 or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Professional, Professional's consultants, separate contractors described in Article 7, if any, and the Subcontractors of any tier, Suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. 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, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

I. A loss insured under Contractor's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to requirements of the Contract Documents. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors of any tier to make payments to their Sub-subcontractors in similar manner.

J. Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

5.08 Bonds

A. The Contractor shall procure and furnish a Performance and Payment Bond in the form prepared by the Owner, in an amount equal to one hundred percent (100%) of the Contract Price, as well as adjustments to the Contract Price. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Contract, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guarantee Period as required by the Contract Documents.

B. The bonds required hereunder shall be executed by a responsible surety licensed in the State of Missouri, with a Best's rating of no less than A/XII. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

C. If the surety of any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this paragraph, Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to Owner. If Contractor fails to make such substitution, Owner may procure such required bonds on behalf of Contractor at Contractor's expense.

D. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds to such person or entity.

E. The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

F. Contractor shall indemnify and hold harmless the Owner and any agents, employees, representative or elected official of Owner from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the bonds required by this Paragraph 5.08.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITY

6.01 General

A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work strictly complies with the Contract Documents.

6.02 Supervision

A. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall supply sufficient and competent supervision and personnel, and sufficient material, plant, and equipment to prosecute the Work with diligence to insure completion thereof within the time specified in the Contract Documents, and shall pay when due any laborer, Subcontractor of any tier, or supplier. Contractor shall keep on the Work at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to Owner and Professional except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

6.03 Labor and Construction Procedures

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of the Work

on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to Professional.

B. The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall take all measures to minimize the likelihood of any strike, work stoppage or other labor disturbance. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Professional or Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Document because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Work Change Directive. Notwithstanding any other provision contained herein and superseding any contrary term expressed herein or in any of the Contract Documents, Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute (collectively referred to as "Disruption") at the Project site, whether that Disruption is in connection with Contractor, a Subcontractor of any tier, the Owner or any other contractor, subcontractor or supplier on this Project site, Contractor will continue to perform the Work required herein without interruption or delay. In the event Contractor fails to continue the performance of the Work included herein, without interruption or delay, because of such Disruption or other form of labor dispute, the Owner may terminate the services of Contractor after giving forty-eight (48) hours written notice of an intent to do so, or the Owner may invoke any of the rights set forth in the Contract Documents. Contractor expressly waives the right to any extension of time for any delay that may occur as the result of any Disruption, strike, picket, sympathy strike, work stoppage or other form of labor dispute at the Project site. Whenever Contractor has knowledge that any actual or potential Disruption or labor dispute is delaying or threatens to delay the timely performance of the Project, Contractor shall immediately notify Owner in writing.

C. The Contractor shall establish and maintain a permanent bench-mark to which access may be had during progress of the Work, and Contractor shall establish all lines and levels, and shall be responsible for the correctness of such. Contractor shall protect the established benchmarks and horizontal and vertical control points. Benchmarks and control points destroyed or that require relocation because of necessary construction activities shall be immediately reported to Professional. Contractor shall be fully responsible for all layout work for the proper location of Work in strict accordance with the Contract Documents. The Contractor shall establish and maintain alignment and grades, including the setting of all stakes, ranges, grid lines and other appurtenance facilities. Contractor shall carefully protect and maintain such stakes and keep the same uncovered for examination during the progress of the Work. Before starting construction on the site, the Contractor shall provide written assurances certifying that the monuments or markers which delineate the site boundaries are placed in the correct position and that the proposed new construction and site development work, as staked-out by the Contractor, are wholly within the limits of the Owner's ownership, leasehold or right-of-way. Contractor shall be responsible for the accurate replacement of any boundary markers which are disturbed, removed or destroyed during the performance of the Work.

D. The Contractor shall be responsible for the layout of the Work in the proper location and for any damage which may occur to the Work or the work of separate contractors, because of errors or inaccuracies in the layout of the Work.

E. The Contractor shall be responsible for the shoring required to protect its work or adjacent property and shall pay for any damage caused by failure to shore or by improper shoring or by failure to give proper notice. Shoring shall be removed only after completion of permanent supports.

F. During the performance of the Work, the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences, and other devices appropriately located on site which shall give proper and understandable warning to all persons of danger of entry onto land, structure, or equipment.

G. The Contractor shall be responsible for care of the Work and must protect same from damage or defacement until acceptance by the Owner. All damaged or defaced Work shall be repaired or replaced to the Owner's satisfaction, without cost to the Owner.

H. When requested by the Contractor, at no extra charge, shall provide scaffolds or ladders in place as may be required by the Professional or the Owner for examination of Work in progress or completed.

I. The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing utilities, systems and equipment of Owner. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection necessary, which affect portions of construction or building of the Project or any other building, must be

scheduled with the Owner and Professional to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Contractor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

J. The Contractor shall pump, bail, or otherwise keep any general excavations free of water. The Contractor shall keep all areas free of water before, during and after concrete placement.

K. The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. Contractor shall assume full responsibility for any damage to the property comprising the Project or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

L. Contractor shall, and in accordance with any regulations or site rules presented by the Owner use only designated site entrances and roadways or use temporary entrances and roadways constructed by Contractor.

M. The Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner and Professional governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations. Any request for Work, a suspension of Work or any other request or directive received by the Contractor from occupants of existing buildings shall be referred to the Professional for determination.

N. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported in writing to the Professional and Owner within twenty-four (24) hours. During the progress of Work, Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions. Contractor shall consult all Contract Documents to determine the exact location of all Work and verify spatial relationships of all Work. Any question concerning said location or spatial relationships shall be submitted to the Professional. Specific locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with Professional. Contractor shall be responsible for the proper fitting of the Work in place. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Professional, or the work installed by separate contractors, is not guaranteed by the Professional or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

O. The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

P. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference which may be found shall be submitted to the Professional for resolution before proceeding with the Work. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the Professional before making the change.

6.04 Materials and Equipment

A. Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

B. Unless otherwise specifically noted, the Contractor shall provide and pay for supervision, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work. Contractor shall arrange for and pay all fees and charges for installation of motors and other devices and connection to existing outside services and utilities necessary for the Work. Contractor shall pay for bills for utilities for the Contractor's use and consumption of utilities until the date of Substantial Completion. Contractor, unless otherwise provided for in the Special Conditions, shall provide an office and maintain the office for use by Contractor, Professional and Owner. The office shall be removed when directed by Owner. Contractor shall provide heat, air conditioning, ventilation, other environmental controls and shall take all actions necessary to protect all Work, materials and equipment against injury, damage or loss from theft, weather, vandalism, wetness, temperature and humidity conditions, dust and other adverse environmental conditions.

6.05 Quality of Materials and Equipment

A. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Professional, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents. No provision of any such instructions will be effective to assign to Professional, Owner or any of Professional's or Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

B. Materials and workmanship shall be subject to inspection, examination, and test by the Professional at any and all times during manufacture, installation and construction of any of them, at places where such manufacture, installation or construction is performed.

6.06 Schedule

A. Contractor shall submit to Professional for acceptance adjustments in the progress schedule to reflect the impact thereon of new developments. These will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto. The submission or acceptance of such schedules shall not change or modify the Contract Times. Adjustments in the progress schedule that will change the Contract Times or Milestones shall be submitted in accordance with Article 12. An adjustment in the Contract Times or Milestones may only be made by Change Order in accordance with Article 12 regardless of the submission of a progress schedule or acceptance of such schedule.

B. The Contractor shall monitor the progress of the Work for conformance with the requirements of the most recently approved schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. Contractor shall submit written progress reports and updated schedules to Professional and Owner with each Application for Payment showing actual progress of the Work compared with the scheduled and planned progress. In the event any schedule or progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor and equipment and/or expediting delivery of materials, if necessary. In no event shall any progress report or construction schedule constitute an adjustment in the Contract Times, any Milestone Date or the Contract Price unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

C. In the event the Owner or Professional determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, facilities, (3) expediting delivery of materials, and (4) other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by the Owner under or pursuant to this Paragraph 6.06 C. The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph 6.06 C. as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

6.07 "Or-Equal" Items

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by Professional if it is proven as set forth in this Section 6.07 that the material or equipment proposed is equivalent or equal to that named.

B. The standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Professional that such products are equal in design, appearance, spare parts availability, strength, durability, usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. Any general listings of approved manufacturers in any Contract Document shall be for informational purposes only and it shall be the Contractor's sole responsibility to ensure that any proposed "or equal" complies with the requirements of the Contract Documents.

C. In the event that Contractor desires to propose an "or equal" of any article, appliance, device or material, Contractor shall submit a written list of all proposed or equals that Contractor proposes to provide to the Professional and within ten (10) days from the execution of the Agreement. Within ten (10) days from the execution of the Agreement, the Contractor shall submit to Professional and a written and full description of the proposed "or equal" including all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and similar information demonstrating that the proposed "or equal" strictly complies with the Contract Documents. The Professional shall take appropriate action with respect to the submission of a proposed "or equal" item. If Contractor fails to submit proposed "or equals" as set forth herein, it shall waive any right to supply such items. The Contract Price and Contract Times shall not be adjusted as a result of any failure by Contractor to submit proposed "or equals" as provided for herein. All documents submitted in connection with preparing an "or equal" shall be clearly and obviously marked as a proposed "or equal" submission.

D. No "or equal" items shall be installed or utilized until Professional's review is complete and approved in writing. No approvals or action taken by the Professional or shall relieve Contractor from its obligation to ensure that an "or equal" article, appliance, device or material strictly complies with the requirements of the Contract Documents. Contractor shall not propose "or equal" items in connection with Shop Drawings or other Submittals, and Contractor acknowledges and agrees that no approvals or action taken by the Professional or with respect to Shop Drawings or other Submittals shall constitute approval of any "or equal" item or relieve Contractor from its sole and exclusive responsibility. Any changes required in the details and dimensions indicated in the Contract Documents for the incorporation or installation of any "or equal" item supplied by Contractor shall be properly made and approved by the Professional at the expense of the Contractor. No "or equal" items will be permitted for components of or extensions to existing systems when, in the opinion of the Professional, the named manufacturer must be provided in order to insure compatibility with the existing systems, including, but not limited to, mechanical systems, electrical systems, fire alarms, smoke detectors, etc. No action will be taken by the Professional with respect to proposed "or equal" items prior to receipt of bids, unless otherwise noted in the Supplementary Conditions.

6.08 Substitutions

A. If, after execution of the Contract or prior to submittal of applicable Shop Drawings, the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, which is not an "or equal" as set forth in Section 6.07, the Contractor may do so in writing and setting forth the following:

1. Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.
2. Reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.
3. The adjustment, if any, in the Contract Price, in the event the substitution is acceptable.
4. The adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable.
5. An affidavit stating that (a) the proposed substitution conforms to and meets all of the Contract Documents, except as specifically disclosed and set forth in the affidavit and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Professional. Proposals for substitutions shall be submitted to the Professional and in sufficient time to allow the Professional and no less than ten (10) working days for review. No substitution will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

B. Substitutions and alternates may be rejected without explanation in Owner's sole discretion and will be considered only under one or more of the following conditions:

1. Required for compliance with interpretation of code requirements or insurance regulations then existing;
2. Unavailability of specified products, through no fault of the Contractor;

3. Material delivered fails to comply with the Contract Documents;
4. Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
5. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
6. When in the judgment of the Owner or the Professional, a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

C. Professional and Owner shall be allowed a reasonable time to evaluate each substitute proposed. No substitute will be ordered, included or utilized until Professional's review is complete and approved, which will be evidenced by a Change Order. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other guaranty with respect to any substitution. Whether or not any proposed substitution is accepted by the Owner or the Professional, the Contractor shall reimburse the Owner for any fees charged by the Professional or other consultants for evaluating each proposed substitute.

6.09 Concerning Subcontractors, Suppliers and Others

A. Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom Owner or Professional may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Professional and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's or Professional's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute. The Contract Price shall be increased by the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity to whom the Owner has no objection. However, no increase in the Contract Price shall be allowed unless the Contractor has acted promptly and responsively in complying with the provisions of Paragraph 6.09 B and the person or entity to which Owner has an objection is capable of performing the Work. No acceptance by Owner or Professional of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Owner or Professional to reject defective Work.

C. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 15.01 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

D. Contractor shall be fully responsible to Owner and Professional for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Professional and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Professional to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

E. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

F. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and

conditions of the Contract Documents for the benefit of Owner and Professional and contains waiver provisions as required by Section 5.07. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant Section 5.07.

G. Contractor shall perform with its own forces and organization Work amounting to not less than thirty percent (30%) (or a greater percentage if required by the Supplementary Conditions) of the original Contract Price.

6.10 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Professional its use is subject to patent right or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall defend, indemnify and hold harmless Owner and Professional and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.11 Permits and Fees

A. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, Contractor shall pay all governmental charges and inspection fees necessary for the completion of the Work, which are applicable at the time of opening of Bids. Contractor shall pay all charges or assessments of utility owners for connections of utilities to the Work.

B. Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

6.12 Laws and Regulations

A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Professional shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Professional prompt written notice thereof. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Professional, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.13 Prevailing Wage Rates

A. This Contract shall be based upon payment by the Contractor and his Subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the Work as determined by the Labor and Industrial Relations Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, RSMo. §§ 290.210 to 290.340, including the latest amendments thereto. The Contractor and each Subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workmen employed, together with the number of hours worked by each workman and the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Labor and Industrial Relations Commission of Missouri and Owner. The payroll records shall not be destroyed or removed from the state for at least two (2) years after completion of the Work. Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Labor and Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the Project under a heading of NOTICE, with the heading in letters at least one (1) inch high. Pursuant to RSMo. § 290.250, the Contractor shall forfeit to Owner as a penalty, Ten Dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated rates for any work done under the Contract, by him or by any Subcontractor under him. After completion of the Work, and before final payment can be made under this Contract, the Contractor and each Subcontractor must file with Owner an affidavit of compliance stating that he has fully complied with the provisions and requirements of the prevailing

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wage law of Missouri. During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against Owner, nor will deductions be made by Owner against sums due the Contractor by reason of any such change.

B. If a federal governmental agency is providing funding for the Project and if required by Division 1 of the Specifications or the Contract Documents, the Contractor agrees to pay prevailing hourly rate of wages for regular, holiday and overtime work as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended and supplemented. The Contractor further agrees to comply with all applicable federal laws, statutes and regulations relating to and establishing prevailing wage rates. Where Missouri and Federal prevailing wage rates are applicable, the higher of the two will be paid by the Contractor.

C. Violations of the Missouri prevailing wage statute, whether by the Contractor or its Subcontractors, result in additional costs for Owner, including, but not limited to, costs of construction delays, of additional work for City staff, of added interest expense, of legal and litigation expense, and of delays in the levying of special assessments. The Contractor shall ensure that prevailing wage rates are paid and that Work is done by the correct category of worker both on this Contract and on all subcontracts. The cost to Owner of any particular violation is difficult to establish; in the event of the failure by the Contractor or any of its Subcontractors to pay wages as provided in the Missouri prevailing wage Laws, Owner may deduct from the price specified in the Contract and may retain as liquidated damages, and not as a penalty, Thirty-Five Dollars (\$35.00) per day per individual who is paid less than the prevailing wage, to approximate the investigative costs resulting to Owner from such violations. To approximate the cost of delay, including interest expense from delay in levying special assessments and issuing special assessment tax bills, additional liquidated damages, and not as a penalty, shall be paid in the amount of One Hundred Dollars (\$100.00) per day for any delay in closing out the Contract occasioned by failure to pay the prevailing wage. Such additional sum shall be collected, whether or not the work days on the Contract could be closed out. Action under this section shall be commenced by Owner giving a written notice to the Contractor. The notice shall set out the persons who are claimed to have been underpaid, and the days they are claimed to have been underpaid. The Contractor shall have ten (10) days, or such longer time as Owner shall allow, to respond to the allegation. Based on the information in the notice, the response by the Contractor and such additional information as Owner shall determine, Owner shall render its decision, in writing, giving the amount of liquidated damages owed, including any damages for occasioning a delay in closing out the Contract. The Contractor shall not be required to pay liquidated damages for any false or malicious claims. This liquidated damage will be in addition to the liquidated damages specified in the Agreement.

6.14 Taxes

A. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. However, certain purchases by the Contractor of materials incorporated in or consumed in the construction of the Project are exempt from certain sales taxes pursuant to RSMo 144.062. The Contractor shall be issued a Project Tax Exemption Certificate for this Project to obtain the benefits of RSMo 144.062.

B. The Contractor shall furnish this certificate to all Subcontractors, and any person or entity purchasing materials for the Work shall present such certificate to all material suppliers as authorization to purchase, on behalf of the Owner, all tangible personal property and materials to be incorporated into or consumed in the Project and no other project on a tax-exempt basis. Such suppliers shall provide the purchasing party invoices bearing the name of the exempt entity and the Project identification number. Nothing in this section shall be deemed to exempt from any sales or similar tax the purchase of any construction machinery, equipment or tools used in construction, repairing or remodeling facilities for the Owner. All invoices for all personal property and materials purchased under a Project Tax Exemption Certificate shall be obtained and retained by the Contractor for a period of five years and shall be subject to audit by the director of revenue.

C. Any excess resalable tangible personal property or materials which were purchased for the Project under this Project Tax Exemption Certificate but which were not incorporated into or consumed in the construction of the Project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on applicable tax returns and paid by such purchasing party not later than the due date of the purchasing party's Missouri sales or use tax return following the month in which it was determined that the materials were not used in the Project.

D. If it is determined that sales tax is owed by the Contractor on property and materials due to the failure of the Owner to revise the certificate expiration date to cover the applicable date of purchase, Owner shall be liable for the tax owed.

E. The Owner shall not be responsible for any tax liability due to Contractor's neglect to make timely orders, payments, etc. or Contractor's misuse of the Project Tax Exemption Certificate. Contractor represents that the Project Tax Exemption Certificate shall be used in accordance with RSMo § 144.062 and the terms of the Project Tax Exemption Certificate. Contractor shall defend and indemnify the Owner for any loss or expense, including but not limited to, reasonable attorneys' fees, arising out of Contractor's use of the Project Tax Exemption Certificate.

6.15 Use of Premises

A. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site, land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

B. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof of any land or area, or to the owner or occupant thereof of any land or areas contiguous thereto, resulting from the performance of the Work. Should any such owner or occupant because of the performance of the Work make any claim against Owner or Professional, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law.

C. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Professional harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, Professionals, attorneys and other professionals and court and arbitration's costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Professional to the extent based on a claim arising out of Contractor's performance of the work.

6.16 Site Cleanup

A. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property whether or not designated for alteration by the Contract Documents.

6.17 Loading of Structures

A. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.18 Record Documents

A. Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples, Submittals and a counterpart of all approved Shop Drawings will be available to Professional for reference. Upon completion of the Work and prior to final payment, these record documents, samples, Shop Drawings and Submittals will be delivered to Professional for Owner.

6.19 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:

1. all employees on the Work and other persons and organizations who may be affected thereby;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.
4. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may

affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

B. All damage, injury or loss to any property referred to in Paragraph 6.19 A.2. and 6.19 A.3. caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss solely attributable to the fault of Owner or Professional or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

C. The Contractor shall be solely responsible for materials delivered and Work performed until completion and final acceptance of the entire construction thereof. The Contractor shall bear the risk of injury, loss or damage to any and all parts of the Work for whatever cause, whether arising from the execution or from the non-execution of Work. The Contractor shall promptly rebuild, repair or restore Work and materials which have been damaged or destroyed from any causes before Final Completion, and shall bear the expense thereof. The Contractor shall provide security and drainage and erect temporary structures as necessary to protect the Work and materials from damage, including damage from water, flooding, wetness, temperature, dust, environmental conditions and all reasonably anticipated risks. The Contractor shall be responsible for materials not delivered to the Work site for which any progress payment has been made to the same extent as if the materials were so delivered.

6.20 Safety Representative

A. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

6.21 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Professional or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Professional prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6.22 Submittals

A. Shop Drawings, Product Data, Samples and similar submittals (collectively referred to as "Submittals") are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which Submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, Contractor shall submit to Professional for review and approval in accordance with the accepted schedule of Submittals, or for other appropriate action if so indicated in the Supplementary Conditions, five (5) copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Professional may require for tracking. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Professional to review the information as required.

C. Contractor shall also submit to Professional for review and approval, with such promptness as to cause no delay in Work, all Samples, Product Data and other similar Submittals required by the Contract Documents in accordance with the Schedule for Submittals. All Samples and Product Data will have been checked by and accompanied with a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

D. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the materials, systems, or equipment that are expected to operate at the Project site. The certification shall be based on performance under the operating conditions generally prevailing or expected at the Project site. All certificates from persons or entities other than Contractor shall be endorsed by Contractor and Contractor shall submit such certificates as its own.

E. The Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents, or the Professional or applicable Laws and Regulations, by a licensed engineer or other design professional.

F. Before submission of each Submittal Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

G. By approving and submitting to Professional any Submittals, the Contractor represents such Submittals strictly comply with the requirements of the Contract Documents and that the Contractor has determined and verified field measurements and field construction criteria related thereto, that materials are fit for their intended use and that the fabrication, shipping, handling, storage, assembly and installation of all materials, systems and equipment are in accordance with best practices in the industry and are in strict compliance with any applicable requirements of the Contract Documents. Contractor shall also coordinate each Submittal with other Submittals.

H. Contractor shall be responsible for the correctness and accuracy of the dimensions, measurements and other information contained in the Submittals.

I. Each Submittal will bear a stamp or specific indication that the Submittal complies with the Contract Documents and Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review and approval of that Submittal. Each Submittal shall bear the signature of the representative of Contractor who approved the Submittal, together with the Contractor's name and Project identification.

J. The Contractor shall perform no portion of the Work requiring submittal and review of Submittals until the respective submittal has been approved by the Professional. Such Work shall be in accordance with approved Submittals.

K. At the time of each submission, Contractor shall give Professional specific written notice of each variation that the Submittals may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Professional for review and approval of each such variation.

L. Professional's review and approval will be for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

M. Contractor shall make corrections required by Professional, and shall return the required number of corrected copies of Shop Drawings and other Submittals and submit as required new Submittals for review and approval. Contractor shall direct specific attention in writing to revisions on the Submittals other than the revisions called for by Professional on previous Submittals.

N. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Professional on previous Submittals.

O. Professional's review and approval of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Professional's attention to each such variation at the time of submission as required by Paragraph 6.23 K. and Professional has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal approval; nor will any approval by Professional relieve Contractor from responsibility for errors or omissions in the Submittals or from responsibility for having complied with the provisions of Section 6.23. In the event Contractor fails to submit any Submittals within the time required in the Contract Documents or submits inadequate or incorrect Submittals, Contractor shall be liable for all additional costs and damage suffered by Owner as a result thereof.

P. Where a Submittal or sample is required by the Specifications, any related Work performed prior to Professional's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

6.23 Continuing the Work

A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

6.24 Indemnification

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the Professional, Professional's consultants, and the agents, employees, representatives, insurers and re-insurers of any of the foregoing (hereafter collectively referred to as the "Indemnitees") from and against claims, damages (including loss of use of the Work itself), punitive damages, penalties and civil fines unless expressly prohibited by law, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work to the extent caused in whole or in part by negligent acts or omissions or other fault of Contractor, a Subcontractor of any tier, Supplier or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the negligent acts or omissions or other fault of a party indemnified hereunder. The Contractor's obligations hereunder are in addition to and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that the Owner may possess. If one or more of the Indemnitees demand performance by the Contractor of obligations under this paragraph or other provisions of the Contract Documents and if Contractor refuses to assume or perform, or delays in assuming or performing Contractor's obligations, Contractor shall pay each Indemnitee who has made such demand its respective attorneys' fees, costs, and other expenses incurred in enforcing this provision. The defense and indemnity required herein shall, however, be a binding obligation upon Contractor whether or not an Indemnitee has made such demand. Even if a defense is successful to a claim or demand for which Contractor is obligated to indemnify the Indemnitees from under this Paragraph, Contractor shall remain liable for all costs of defense.

B. The indemnity obligations of Contractor under this Section 6.25 shall survive termination of this Contract or final payment thereunder. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Owner may in its sole discretion reserve, return or apply any monies due or to become due the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the Owner may release such funds if the Contractor provides the Owner with reasonable assurance of protection of the Owner's interests. The Owner shall in its sole discretion determine if such assurances are reasonable. Owner reserves the right to control the defense and settlement of any claim, action or proceeding which Contractor has an obligation to indemnify the Indemnitees against under this Section 6.25.

C. In claims against any person or entity indemnified under this Section 6.25 by an employee of the Contractor, a Subcontractor of any tier, a Supplier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 6.25 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Subcontractor of any tier or Supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.25 Survival of Obligations

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

ARTICLE 7- OTHER WORK

7.01 Coordination

A. If Owner contracts with others for the performance of other work on the Project site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the **Supplementary Conditions**, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither Owner nor Professional shall have any authority or responsibility in respect of such coordination.

7.02 Liability

A. Contractor shall not delay a separate contractor by neglecting to perform its Work at the proper time. Contractor shall be required to coordinate its Work with separate contractors so as to afford separate contractors a reasonable and safe opportunity for execution of their work. Any costs caused by delays or improperly timed activities or defective construction shall be borne by the party responsible therefor.

B. Contractor shall be responsible for damage to Owner's or separate contractors' property caused by Contractor or any person or entity for whose acts or omissions Contractor may be liable.

C. In the event Contractor is delayed or damaged by the activities, fault, negligent acts or omissions, delays or improperly timed activities, or defective construction of any separate contractor of Owner or person or entity for whose acts or omissions the separate contractor may be liable, Contractor agrees to solely look to the separate contractor for compensation as a result of such activities, fault, negligent acts or omissions, delays or improperly timed activities, or defective construction. Contractor shall be considered a third party beneficiary of any contract between Owner and any separate contractor for the Project solely for the purpose of recovering damages from such separate contractor which are caused by the activities, fault, negligent acts or omissions, delays or improperly timed activities, or defective construction of such separate contractor of Owner or any person or entity for whose acts or omissions such separate contractor may be liable.

D. Contractor shall be responsible for any damages of separate contractors of Owner caused by the activities, fault, negligent acts or omissions, delays or improperly timed activities, or defective construction of Contractor or of any person or entity for whose acts or omissions Contractor is liable. Contractor acknowledges that such separate contractors shall be considered third party beneficiaries of this Contract for the sole purpose of allowing any separate contractor the right to directly recover damages from Contractor which are caused by the activities, fault, negligent acts or omissions, delays or improperly timed activities, or defective construction of Contractor or of any person or entity for whose acts or omissions Contractor may be liable.

E. Should Contractor cause any damage to a separate contractor of the Owner, Contractor shall promptly attempt to settle with such separate contractor in good faith. Contractor shall defend, indemnify and hold harmless Owner, and its agents, representatives and employees from and against any claims of separate contractors in accordance with Section 6.25.

F. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, they may clean up and allocate the cost among those responsible as Owner determines to be just.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Termination of Professional

A. In case of termination of the employment of Professional, Owner shall appoint a design professional whose status under the Contract Documents shall be that of the former Professional.

8.02 Data and Information

A. When requested in writing by Contractor, Owner shall furnish the data required of Owner under the Contract Documents promptly.

8.03 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - PROFESSIONAL'S STATUS DURING CONSTRUCTION

9.01 General

A. Professional will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Professional as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Professional.

9.02 Visits to Site

A. Professional will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, Professional will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 Project Representation

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. Professional will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Professional may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 or Article 12.

9.05 Authorized Variations in Work

A. Professional may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly. The Professional shall not have the authority to order changes without the agreement of Owner which affect the Contract Price or Contract Times.

9.06 Rejecting Defective Work

A. Professional will have authority to disapprove or reject Work which Professional believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.03 B., whether or not the Work is fabricated, installed or completed.

9.07 Submittals

A. In connection with Professional's responsibility for Submittals, see Section 6.22 inclusive.

9.08 Change Orders

A. In connection with Professional's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.09 Payments

A. In connection with Professional's responsibilities in respect of Applications for Payment, see Article 14.

9.10 Determinations for Unit Prices

A. Professional will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Professional will review with Contractor's representative preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Professional's written decisions thereon will be final and binding upon Contractor, unless, within ten (10) days after the date of any such decision, Contractor delivers to Owner and Professional a written objection to such determination.

9.11 Limitations on Professional's Responsibilities

A. Neither Professional's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Professional in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Professional to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.12 Terminology

A. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Professional as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement

indicating otherwise). The use of any such term or adjective shall not be effective to assign to Professional any duty or authority to supervise or direct the furnishing or performance of the Work.

ARTICLE 10 – CHANGES IN THE WORK AND CLAIMS

10.01 Authorized Changes in Work

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive or Field Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. A Change Order is a written instrument signed by the Owner and Contractor, stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment in the Contract Price, if any; and
3. the extent of the adjustment in the Contract Time, if any.

C. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Times and any applicable Milestone Dates. In the event a Change Order increases the Contract Price, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

D. A Work Change Directive is a written order approved by Professional and issued by Owner directing a change in the Work and stating a proposed basis for adjustment in the Contract Price and/or Contract Times. A Work Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Upon receipt of a Work Change Directive, the Contractor shall proceed with the change in the Work involved and advise Owner and Professional of Contractor's agreement or disagreement with the method, if any, provided in the Work Change Directive for determining the proposed adjustment in the Contract Price or Contract Times. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Price and Contract Times or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

E. The Professional will have authority to issue order changes in the Work not involving adjustment in the Contract Price or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Such minor changes shall be effectuated by a written Field Order and shall be binding on Owner and Contractor. The Contractor shall carry out such changes set forth in a Field Order promptly.

10.02 Unauthorized Changes in Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented by a Modification, except in the case of an emergency as provided in Article 6.21 and except in the case of uncovering Work as provided in Section 13.03 B.

10.03 Notice to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the Surety. Such notice shall

10.04 Claims

A. A Claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief with respect to the terms of the Contract. The term "Claim(s)" also includes demands and assertions of Contractor arising out of or relating to the Contract Documents, including Claims based upon breach of contract, mistake, misrepresentation, or other cause for Contract Modification or rescission. Claims must be made by written notice in strict accordance with the Contract Documents. Contractor shall have the responsibility to substantiate Claims. A Claim for an adjustment in the Contract Price shall be submitted in accordance with Paragraph 11.02 B. A Claim for each adjustment in the Contract Times shall be submitted in accordance with Paragraph 12.01 A.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 Contract Price

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

11.02 Change

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Owner, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents.

B. Any claim by Contractor for an adjustment in the Contract Price shall be based on written notice as set forth herein. Any claim for an increase or decrease in the Contract Price by Contractor shall be based on written notice delivered by Contractor to Owner and to Professional promptly (but in no event later than fifteen (15) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days after such occurrence (unless Professional allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by Contractor's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which Contractor is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price by Contractor will be valid if not submitted in accordance with this Paragraph 11.02 B.

C. Any work completed by Contractor not agreed to by Owner in a Change Order, Work Change Directive or a Field Order shall be at Contractor's sole cost and expense and shall be deemed a waiver of all rights the Contractor may have for any adjustment in the Contract Price or Contract Times.

11.03 Determination of Adjustment

A. The value of the Work covered by a Change Order or of any Claim for an increase or decrease in the Contract Price shall be determined by Owner in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices contained in the Contract Documents to the quantities of the items involved in the change.
2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.06 A.2.); or
3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.04 and 11.05) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.06).

11.04 Cost of the Work

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs described in Paragraph 11.05:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make

payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Professional, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Cost of special consultants (including but not limited to engineers, Professionals, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following

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

b. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Professional, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

c. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

6. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.07.

11.05 Costs Excluded

A. The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, Professionals, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.04 A.1. or specifically covered by Paragraph 11.04 A.4. all of which are to be considered administrative costs covered by the Contractor's Fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

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

4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by Paragraph 11.04. A.6.).

5. 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.

6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.04.

11.06 Contractor's Fee

A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee;
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.04 A.1. and 11.04 A.2., the Contractor's Fee shall be ten percent;
 - b. for costs incurred under Paragraph 11.04 A.3., the Contractor's Fee shall be five percent. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of this Section is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by Subcontractor under Paragraphs 11.04 A.1. or 11.04 A.2. and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor. In no event shall there be more than three mark ups of cost on extract work regardless of the number of tiers of Subcontractors;
 - c. no fee shall be payable on the basis of costs itemized under Paragraphs 11.04. A.4., 11.04 A.5. and 11.04.A6;
 - d. the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent (10%) of the net decrease; and
 - e. when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04 A.2.a. through 11.04 A.2.d., inclusive.

11.07 Submission of Itemized Costs

A. Whenever the cost of any Work is to be determined pursuant to Article 11.04, Contractor will submit in a form acceptable to Owner and Professional an itemized cost breakdown together with supporting data.

11.08 Allowance

A. It is understood that Contractor has included in the Contract Price all allowances (if any) so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to Professional. Contractor agrees that:

1. The allowances include the cost to Contractor (less any applicable trade discount) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
2. Contractor's cost for unloading and handling material on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.
3. Prior to final payment, an appropriate Change Order will be issued as recommended by Professional to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 Claims for Additional Time

A. The Contract Times may only be changed by a Change Order or a Written Amendment. Any claim by Contractor for an adjustment in the Contract Price shall be based on written notice as set forth herein. Any claim for an extension or shortening of the Contract Times shall be based on written notice delivered by Contractor to Owner and to Professional promptly (but in no event later than fifteen (15) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days after such occurrence (unless Professional allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Paragraph 12.01 A.

B. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be documented by the Contractor by data acceptable to the Professional substantiating that weather conditions were abnormal for the period of time in question, and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Requests for extension of the scheduled Completion Date(s) or Milestone Dates due to adverse weather conditions shall include reliable or official climatological reports for the months involved, plus a report indicating the average precipitation, temperature, and other climatological data for the past ten (10) years from a reporting station near the Project site. The ten-year average will be the basis for determining the number of adverse weather days and the effect resulting therefrom on construction which Contractor would normally expect to encounter.

12.02 Delays of Contract Times

A. If the Contractor is delayed in the commencement or progress of the Work by an act or neglect of the Owner or Professional, or of an employee of either, or by changes in the Work, or by fire, or by unavoidable casualties, acts of God, or abnormal weather conditions established pursuant to Paragraph 12.01 B, or by acts or neglect of utility owners or separate contractors performing other Work as provided in Article 7, the Contract Times and applicable Milestones will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore by Contractor as provided herein. The Contract Times and applicable Milestones will not be extended due to delays within the reasonable control of Contractor. Where Contractor is prevented from completing any part of the Work within the Contract Times or any applicable Milestones due to delay beyond the control of both Owner and Contractor, including but not limited to fires, unavoidable casualties, acts of God, abnormal weather conditions, or acts or neglect of utility owners or separate contractors performing other work as provided for in Article 7, an extension of the Contract Times or any applicable Milestones in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay.

B. The Contractor further acknowledges and agrees that adjustments in the Contract Times will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, (3) prevents Contractor from completing its Work by the Contract Time, and (4) is of a duration not less than one (1) day. Delays attributable to and within the control of a Subcontractor or supplier shall not justify an extension of the Contract Times.

12.03 Delay Damages

A. Professional Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Times, to the extent permitted under this Article, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, or (3) loss of productivity except as set forth below. In no event shall the Contractor be entitled to any compensation or recovery of any damages or any portion of damages resulting from delays caused by or within the control of Contractor or by acts or omissions of Contractor or its Subcontractors of any tier or Supplier or delays beyond the control of both Owner and Contractor. If the Contractor contends that delay, hindrance, obstruction or other adverse condition results from acts or omissions of the Owner, or the Professional, Contractor shall promptly provide written notice to the Owner. Contractor shall only be entitled to an adjustment in the Contract Price to the extent that such acts or omissions continue after the Contractor's written notice to the Owner of such acts or omissions. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be the basis of any Claim for an increase in the Contract Price or Contract Times. In the event Contractor is entitled to an adjustment in the Contract Price for any delay, hindrance, obstruction or other adverse condition caused by the acts or omissions of the Owner, or the Professional, Contractor shall only be entitled to its actual direct costs caused thereby and Contractor shall not be entitled to and waives any right to special, indirect, or consequential damages including loss of profits,

loss of savings or revenues, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar type of damages.

B. If the Contractor submits a progress report or any construction schedule indicating, or otherwise expressing an intention to achieve completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Times, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied. Further, the Contractor acknowledges and agrees that even if Contractor intends or is able to complete the Work prior to the Contract Times, it shall assert no Claim and the Owner shall not be liable to Contractor for any failure of the Contractor, regardless of the cause of the failure, to complete the Work prior to the Contract Times.

12.04 Liquidated Damages

A. If liquidated damages are prescribed in the Agreement, the Owner may deduct from the Contract Price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the Contract Documents for each calendar day after the date specified for completion of the Project that the entire Work is not substantially complete and/or finally complete.

B. The Professional shall certify the date of Substantial Completion and Final Completion which shall be conclusive and binding on the Owner and Contractor for the purpose of determining whether or not liquidated damages shall be assessed under terms hereof and the total amount due.

C. Liquidated damages or any matter related thereto shall not relieve the Contractor or his surety of any responsibility or obligation under this Contract.

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

13.01 Access to Work

A. Professional and Professional's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

13.02 Tests and Inspections

A. Contractor shall give Professional timely notice of readiness of the Work for all required inspections, tests or approvals.

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

1. those costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.03. B. shall be paid as provided in Paragraph 13.03. B.; and
2. as otherwise specifically provided in the Contract Documents.

C. Without limiting the generality of Paragraph 13.03. B., Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for Professional's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

D. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Professional.

E. Neither observations, inspections, tests or approvals by Professional or others, shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Professional, it must, if requested by Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Professional timely notice of Contractor's intention to cover the same and Professional has not acted with reasonable promptness in response to such notice.

13.03 Uncovering Work

A. If any Work is covered contrary to the written request of Professional, it must, if requested by Professional, be uncovered for Professional's observation and replaced at Contractor's expense.

B. If Professional considers it necessary or advisable that covered Work be observed by Professional or inspected or tested by others, Contractor, at Professional's request shall uncover, expose or otherwise make available for observation, inspection or testing as Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, Professionals, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction: and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

13.04 Owner May Stop the Work

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

13.05 Correction or Removal of Defective Work

A. Contractor shall correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Professional, remove it from the Site and replace with nondefective Work. Contractor shall bear all direct, indirect and consequential costs, losses and damages (including but not limited to fees and charges of engineers, attorneys and other professionals) arising out of or relating to such correction or removal (including, but not limited to, all costs of repair and replacement of work of others).

13.06 Guarantee Period

A. If within one year after the date of Substantial Completion or longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, and/or Change Orders ("Guarantee Period"), any Work is found to be defective, Contractor shall promptly, without cost to the Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, attorneys and other professionals) will be paid by Contractor. Nothing contained in this Section 13.06 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one (1) year Guarantee Period as described in this Paragraph 13.06 relates only to the specific obligation of the Contractor to correct, remove or replace 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 under the Contract Documents. The requirements of Article 13 are in addition to and not in limitation of any of the other requirements of the Contract for warranties or conformance of the Work to the requirements of the Contract Documents.

B. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.06, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

C. Contractor's obligations under this paragraph 13.06 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.06 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.07 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and if, prior to Professional's recommendation of final payment, also Professional) prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Professional as to reasonableness and to include but not be limited to fees and charges of engineers, Professionals, attorneys and other professionals). If any such acceptance occurs prior to Professional's recommendation of final payment, a Change Order will be issued

incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.08 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of Professional to proceed to correct defective Work or to remove and replace rejected Work as required by Professional, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously.

B. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owners, agents and employees such access to the site as may be necessary to enable Owner to exercise such rights and remedies under this paragraph.

C. All direct, indirect and consequential costs, losses and damages of Owner in exercising the rights and remedies under this Paragraph 13.08 will be charged against Contractor. Such direct, indirect and consequential costs, losses and damages will include, but not be limited to, fees and charges of consultants, Professional, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

D. In the event that the defective Work, equipment or material creates a hazard or an emergency situation, the requirement of seven days written notice may be reduced to notification by telephone or attempt thereof. Hazardous or emergency situations include, but are not limited to: defective traffic control devices, flood control structures and devices; or excavations.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Contract Price

A. The Owner shall compensate Contractor for all Work described herein and in the Contract Documents the Contract Price set forth in the Agreement, subject to additions and deletions as provided hereunder.

14.02 Basis Of Progress Payments

A. The Schedule of Values, if any, established as provided in the Agreement, shall serve as the basis for progress payments for a lump sum contract and will be incorporated into a form of Application for Payment acceptable to Owner. The values set forth in such schedule shall not be used in any manner as fixing a basis for additions or deletions from the Contract Price. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.03 Applications For Payment

A. In the time set forth in Paragraph 14.06 B., the Contractor shall submit to the Owner and the Professional an itemized Application for Payment in accordance with the Contract Documents. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Professional may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage as provided for herein.

B. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

C. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

1. Contractor's updated schedule and a progress report setting forth in detail the actual progress to date (in terms of percent complete) and the scheduled or planned progress, a listing of the value of material on hand included in the Application and other data specified in the Specifications;

2. Weekly employee payrolls for Contractor and all Subcontractors. Each Application for Payment shall be accompanied by a certified copy of employee payrolls, submitted on Federal Form WH-347 and covering the Work performed during the time covered by the Application. No payment will be due

and no Application for Payment processed by the Owner until all pertinent payroll documents have been completed and approved;

3. Beginning with the second Application for Payment, a current Contractor's Receipt and Partial Release in the form provided by Owner, and, if requested by Owner, similar Receipt and Partial Releases from Subcontractors and Suppliers; and

4. All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Professional.

D. In addition to the requirements set forth in Paragraph 14.03 C., Owner shall not be obligated to make any progress payments until the Contractor has provided Owner and Professional:

1. certificate(s) of insurance or policies as required herein;
2. a signed copy of this Contract;
3. evidence that performance and payment bonds have been purchased as required herein;
4. an approved Schedule of Values;
5. an approved construction schedule and schedule for Submittals; and
6. other documents and certifications required by the Contract Documents.

E. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment, free and clear of any liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor further expressly undertakes to defend and hold harmless the Owner, at the Contractor's sole expense, against any such claims, liens, actions, lawsuits or proceedings.

F. The Application for Payment shall constitute a representation by the Contractor to the Owner that the Work has progressed to the point indicated; the quality of the Work covered by the Application for Payment is in accordance with the Contract Documents; and the Contractor is entitled to payment in the amount requested.

14.04 Approval For Payment

A. The Professional will, within fifteen (15) days after receipt of the Contractor's Application for Payment, either approve Contractor's Application for Payment for such amount as the determines is properly due, or notify the Contractor in writing of the reasons for withholding certification in whole or in part as provided in Section 14.05.

14.05 Decisions To Withhold Approval

A. The Professional may decide not to certify payment and may withhold approval in whole or in part, to the extent reasonably necessary to protect the Owner. If the Professional is unable to approve payment in the amount of the Application, the Professional will notify the Contractor as provided in Paragraph 14.04 A. If the Contractor and Professional cannot agree on a revised amount, the Professional will promptly issue approval for payment for the amount for which the Professional is able to determine is due Contractor. The Professional may also decide not to approve payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of approval for payment previously issued, to such extent as may be necessary in the opinion to protect the Owner from loss because of:

1. defective Work not remedied or damage to completed Work;
2. failure to supply sufficient skilled workers or suitable materials;
3. third party claims filed or reasonable evidence indicating probable filing of such claims;
4. failure of the Contractor to make payments properly to Subcontractors or Suppliers for labor, materials or equipment;
5. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
6. damage to the Owner or another contractor;
7. reasonable evidence that the Work will not be completed within the Contract Times or an unsatisfactory rate of progress made by Contractor;

8. Contractor's failure to comply with applicable Laws and Regulations; or
9. failure to carry out the Work in strict accordance with the Contract Documents.

B. When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

14.06 Progress Payments

A. Based upon Applications for Payment submitted to the Owner and Professional by the Contractor and approvals issued by the Professional, the Owner shall make progress payments on account of the Contract Price to the Contractor as provided below and elsewhere in the Contract Documents.

B. Applications for Payment shall be submitted to Owner not later than the tenth (10th) day of the month unless otherwise indicated in the Special Conditions. The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the previous month.

C. The Owner shall make payment to Contractor for amounts due and approved by Professional not later than thirty (30) days after the Owner receives a properly detailed Application for Payment which is in compliance with the Contract Documents. The Owner shall not have the obligation to process or pay such Application for Payment until it receives an Application for Payment satisfying such requirements. Payments by Contractor and all tiers of Subcontractors to all of their subcontractors and suppliers shall be made in accordance under similar terms as contained in this Paragraph 14.06 C. Contractor shall require that this term be incorporated in all tiers of subcontracts.

D. The Contractor shall promptly pay each Subcontractor and Supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's or supplier's portion of the Work, the amount to which said Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of each Subcontractor's or supplier's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor or supplier, require each Subcontractor or supplier to make payments to Sub-subcontractors in similar manner.

E. Neither the Owner nor Professional shall have an obligation to pay or to see to the payment of money to a Subcontractor of any tier or a laborer or employee of Contractor except to the extent required by Laws and Regulations. Retainage provided for by the Contract Documents are to be retained and held for the sole protection of Owner, and no other person, firm or corporation shall have any claim or right whatsoever thereto.

14.07 Failure Of Payment

A. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment by Contractor shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that to which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that to which the Owner is entitled.

14.08 Partial Occupancy Or Use

A. The Owner 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, if any, having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, security, maintenance, heat, utilities, damage to the Work and insurance. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a Punch List to the Professional and Owner as provided under Paragraph 14.09 B. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by Professional.

B. Immediately prior to such partial occupancy or use, the Owner, Contractor and Professional 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. 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.

14.09 Final Completion And Final Payment

A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Professional will promptly make such inspection and, when Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the will promptly issue a final approval for payment; otherwise, will return Contractor's Final Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Submission of a Final Application for Payment shall constitute a further representation that conditions listed in Paragraph 14.10 B. as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the as part of the final Application for Payment. The final approval for payment will not be issued by the until all warranties and guarantees have been received and accepted by the Owner.

B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Professional and the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid and satisfied; (2) 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 thirty (30) days' prior written notice has been given to the Owner; (3) 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; (4) consent of surety to final payment, (5) data establishing payment or satisfaction of obligations, such as receipts, releases and waivers, to the extent and in such form as may be designated by the Owner; (6) reproducible record and marked-up drawings; (7) a certification that all Punch List Work has been completed; (8) all applicable maintenance and operating instructions and warranties and guarantees have been received and accepted by Owner; (9) subject to final payment, a final release of the Owner relating to any and all claims related to the Project; (10) a certification that all operating systems and equipment have passed all tests required by the Contract Documents; and (11) all documents required by the Contract Documents and such data and other documents as Professional may reasonably require.

C. Final Payment constituting the entire unpaid balance due shall be paid by the Owner to the Contractor within thirty (30) days after Owner's receipt of Contractor's Final Application for Payment which satisfies all the requirements of the Contract Documents and Owner's receipt of all information and documents set forth in Section 14.10.

D. The acceptance by Contractor of its Final Payment shall be and operate as a release of all claims of Contractor against Owner for all things done or furnished or relating to the Work and for every act or alleged neglect of Owner arising out of the Work.

E. No payment under this Contract, including but not limited to final payment, shall constitute acceptance by Owner of any Work or act not in accordance with the requirements of the Contract Documents.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Termination by Owner for Cause

A. In addition to other rights and remedies granted to Owner under the Contract Documents and by law, the Owner may terminate the Contract if the Contractor:

1. if Contractor commences a voluntary case under any chapter of the Bankruptcy code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

2. if a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

3. if Contractor makes a general assignment for the benefit of creditors;

4. if a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

5. if Contractor admits in writing an inability to pay its debts generally as they become due;

6. refuses or fails to supply enough properly skilled workers, superintendents, foremen or managers;

7. refuses or fails to supply sufficient or proper materials;
8. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
9. breaches any warranty or representations made by the Contractor under or pursuant to the Contract Documents;
10. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
11. fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;
12. fails to maintain a satisfactory rate of progress with the Work or fails to comply with approved construction schedules or Schedule of Submittals;
13. fails to correct defective Work.
14. if Contractor fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved Schedule as revised from time to time);
15. if Contractor disregards Laws or Regulations of any public body having jurisdiction;
16. if Contractor disregards the authority of Professional; or
17. if Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

15.02 Notice of Termination

A. Owner may, without prejudice to any other rights or remedies, after giving Contractor and the surety, seven days written notice terminate the Contract and exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work and damages, costs and expenses caused thereby (including but not limited to fees and charges of engineers, Professionals, attorneys and other professionals and court and arbitration costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as reasonable by Professional and incorporated in a Change Order, but when exercising any rights or remedies under this Article Owner shall not be required to obtain the lowest price for the Work performed.

C. In exercising the Owner's right to secure completion of the Work under any of the provisions hereof, the Owner shall have the right to exercise the Owner's sole discretion as to the manner, methods, and reasonableness of costs of completing the Work.

D. The rights of the Owner to terminate pursuant to Section 15.01 will be cumulative and not exclusive and shall be in addition to any other remedy provided by law or the Contract Documents.

15.03 Suspension by the Owner for Convenience

A. The Owner 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 Owner may determine.

B. An adjustment to the Contract Price will be made for increases in the cost of performance of the Contract caused by suspension, delay or interruption. However, in the event of a suspension under this Section 15.02, Contractor hereby waives and forfeits any claims for payment of any special, indirect, incidental or consequential damages such as lost profits, loss of savings or revenue, loss of anticipated profits, idle labor or equipment, home office overhead, and similar type damages. No adjustment will be made to the extent:

1. that performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor in whole or in part is responsible, or
2. that an equitable adjustment is made or denied under another provision of this Contract.

15.04 Owner's Termination For Convenience

A. The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section 15.04 shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

B. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete Work not terminated;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

C. Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions and for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors and suppliers. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits, consequential damages and other economic losses.

D. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Price.

E. Upon determination that termination of Contractor pursuant to Paragraph 15.01 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 15.04, and Contractor's sole and exclusive remedy for wrongful termination is limited to recovery of the payments permitted for termination for convenience as set forth in Paragraph 15.04.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. All Claims, disputes, and other matters in question between the Contractor and the Owner arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. At the Owner's sole option, and only upon the exercise of that sole option by the Owner, together or separately as the Owner sees fit, any dispute or other matter in question as described above may be submitted, prior to any arbitration, to nonbinding mediation in accordance with the then-current mediation rules of the American Arbitration Association. The mediation may include by consolidation, joinder or in any other manner, at the Owner's sole option, any other persons whom the Owner believes to be substantially involved in a common question of fact or law.

B. Any arbitration arising out of or relating to this Agreement or the breach thereof may include, by consolidation, joinder, or in any other manner, at the Owner's sole option, any other entities or persons whom the Owner believes to be substantially involved in a common question of fact or law.

C. A demand for arbitration shall be provided in writing to the other party to this Agreement and filed with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statutes of limitations. If the Owner shall elect to proceed with nonbinding mediation, such election shall be made, in writing, to the Contractor and the American Arbitration Association. Such election may be made before or after either party files any demand for arbitration, but the Owner's unilateral right to proceed with

mediation shall be forfeited upon the final designation of an arbitrator by the American Arbitration Association. The election to proceed with nonbinding mediation shall not prejudice the right of either party to proceed with arbitration.

D. Unless the parties agree otherwise, discovery as provided by the Federal Rules of Civil Procedure shall be allowed in the arbitration, provided, that the arbitrator(s) shall have the authority to restrict unduly burdensome and onerous discovery. The parties shall exchange documents the parties intend to use at the hearing and disclose witnesses they anticipate testifying at the hearing. If a party intends to use an expert, such party shall provide the other party an expert report disclosing the expert's opinions and the reasons for the opinion.

E. The place of the arbitration shall be Grain Valley, Missouri.

F. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment may be rendered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.02 Continuing Performance

A. Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either of the parties under this Agreement, the Contractor shall carry on with the performance of its Services hereunder during the pendency of any claim, dispute, or other matter in question or arbitration or other proceeding to resolve any claim, dispute, or other matter in question, and the Owner shall continue to make payments of undisputed amounts to the Contractor in accordance with this Agreement, but the Owner shall be under no obligation to make payments to the Contractor on or against such claims, disputes, or other matters in question, during the pendency of any arbitration, nonbinding mediation, or other proceeding to resolve such claims, disputes, or other matters in question.

16.03 Exceptions

A. Regardless of any term or provision herein to the contrary, claims arising out of actions on claims filed or asserted by third parties on account of personal injury or death of any person shall not be subject to the terms and provisions of this Article 16.

ARTICLE 17 - MISCELLANEOUS

17.01 Notice

All notices required to be given under the terms of this Contract shall be made in writing and shall be deemed to have been made and given if sent by registered or certified mail, postage prepaid or hand-delivered (hand delivery to include by air courier services such as Federal Express, Airborne Express, or Purolator or other reputable delivery service guaranteeing delivery and providing a receipt) to the party to receive such notice at the addresses specified below or to such other address as any party hereto may subsequently specify by written notice to the other party:

If to Owner: Person and address contained in the Agreement

If to Contractor: Address contained in the Agreement or the temporary office of Contractor at the Site.

17.02 Rights and Remedies

A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Professional will constitute a waiver of a right or duty afforded to Owner under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. The terms of this Contract and all representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Work and shall remain in effect so long as the Owner is entitled to protection of its rights under applicable law. Contractor shall carry out the Work and adhere to the current construction schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Owner and Contractor may otherwise agree to in writing.

17.03 Buy American Requirements

A. Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. §§ 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Contract or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The Contractor shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Contract. Pursuant to

RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The Contractor shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

17.04 Successors and Assigns

A. The Contractor hereby binds itself, its partners, successors, assigns and legal representatives to the Owner in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign the Contract or proceeds hereof without written consent of the Owner. If Contractor attempts to make such an assignment without such consent, it shall be void and confer no rights on third parties, and Contractor shall nevertheless remain legally responsible for all obligations under the Contract. The Owner's consent to any assignment is conditioned upon Contractor entering into a written assignment which contains the following language: "it is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor and to claims and to liens for services rendered or materials supplied for the performance of the Work required in said Contract in favor of all persons, firms, corporations rendering such services or supplying such materials."

17.05 Records

A. The Owner, or any parties it deems necessary, shall have access to and the right to examine any accounting or other records of the Contractor involving transactions and Work related to this Contract for five (5) years after final payment or five (5) years after the final resolution of any on going disputes at the time of final payment. All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors of any tier shall be required by Contractor to maintain records and to permit audits as required of Contractor herein.

17.06 General

A. The Contract Documents are the exclusive statement of the agreement of the parties with respect to its subject matter and the Contract Documents supersedes and replaces all prior agreements, discussions and representations, whether written or oral, relating to the subject matter hereof. The Contract Documents may only be amended, modified or changed by a Modification.

B. All headings, titles and paragraph captions are inserted in this Contract for convenience of reference only, are descriptive only and shall not be deemed to add or detract from or otherwise modify the meaning of the paragraphs.

C. Contractor acknowledges and agrees that time and exact performance are of the essence of this Contract.

D. Contractor and Owner agree to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

E. Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

F. This Contract shall be interpreted, construed, enforced and regulated under and by the laws of the State of Missouri. Whenever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable. Contractor and Owner further agree that in the event any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, this Contract shall be reformed to replace such prohibited or invalid provision or portion thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the prohibited or invalid provision.

G. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

H. Owner's total liability to Contractor and anyone claiming by, through, or under Contractor for any Claim, cost, loss, expense or damage caused in part by the fault of Owner and in part by the fault of Contractor or any other entity or individual shall not exceed the percentage share that Owner's fault bears to the total fault of Owner, Contractor and all other entities and individuals as determined on the basis of comparative fault principles.

I. Contractor agrees that Owner shall not be liable to Contractor for any special, indirect, incidental, or consequential damage whatsoever, whether caused by Owner's negligence, fault, errors or omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. Such special, indirect, incidental or consequential damages include, but are not limited to loss of profits, loss of savings or revenue, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar types of damages.

J. Nothing contained in this Contract or the Contract Documents shall create any contractual relationship with or cause of action in favor of a third party against the Owner.

K. Any provision or provisions of this Contract to the contrary notwithstanding, Contractor and Owner intend that the relationship between Owner and Contractor shall be that of a project owner and an independent contractor.

L. Payments and amounts due and unpaid by Contractor to Owner under the Contract Documents shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month.

M. The terms "hereof," "herein," and "hereunder" and words of similar import shall be construed to refer to this Contract as a whole, and not to any particular paragraph, section or provision unless expressly so stated.

N. Should Owner be required to institute any action, including, any arbitration proceeding, to enforce any of its rights set forth in the Contract Documents, then Owner shall be entitled to reimbursement from Contractor for all reasonable attorneys' fees and costs incurred. In the event Contractor institutes any action, including any arbitration proceeding, against Owner and in the further event Owner prevails in such action, Contractor shall pay Owner the amount of its reasonable attorneys' fees incurred in such action.

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan
- B. Project Contact for Contractor/Bidder Questions
- C. Emergency Provisions and Incident Management
- D. Utilities
- E. ADA Compliance

A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided

highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Name
Address
Phone Number
Email Address (Optional)

C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

<List Names and Numbers of Emergency Contacts, such as LPA Contact, LPA Road & Bridge Supervisor, Consultant Construction Manager, etc>

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol 573-751-3313		
City of Grain Valley		
Fire: 816-229-2522		
Police: 816-847-6250		
Community Development: 816-847-6220		

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when

emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

D. UTILITIES JSP-93-26C

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
SEMO Electric Cooperative PO Box 520 Sikeston, MO 63801 Contact: Larry Kelly Telephone: XXX-XXX-XXXX	Yes
AT&T 800 Broadway Cape Girardeau, MO 63701 Contact: Karl Karleskint Telephone: XXX-XXX-XXXX	Yes
Atmos Energy 2401 New Hartford Road Owensboro, KY 42303 Contact: Clay McRae Telephone: XXX-XXX-XXXX	Yes
Charter Communications 3140 West Nash Road Scott City, MO 63780 Contact: Sonny Ford Telephone: XXX-XXX-XXXX	Yes

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any

error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

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

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

E. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed

during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEDERAL AID PROVISIONS

December 1980

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

Goals for Minority Participation for Each Trade

<u>County</u>	<u>Goal (Percent)</u>	<u>County</u>	<u>Goal (Percent)</u>
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10

Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

July 1986

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
 - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area

residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

OPERATING POLICY STATEMENT

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

“It is the policy of this company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training.”

SUPPLEMENTAL REPORTING REQUIREMENTS

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

NONDISCRIMINATION IN EMPLOYMENT

July 1990

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

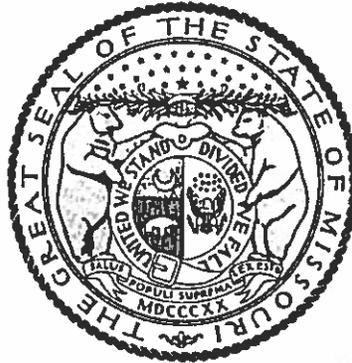
- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity

clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 048
JACKSON COUNTY

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

Original Signed by

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$36.97	52	53	\$25.45
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason	6/17		\$34.74	58	39	\$19.29
Carpenter	6/17		\$37.73	63	68	\$16.85
Cement Mason	6/17		\$31.52	65	4	\$19.06
Communication Technician			\$34.50	47	72	\$21.43
Electrician (Inside Wireman)			\$37.31	13	72	\$17.77 + 10%
Electrician (Outside-Line Construction)\Lineman)			\$42.87	125	65	\$5.25 + 34.5%
Lineman Operator			\$39.62	125	65	\$5.25 + 34.5%
Groundman			\$27.63	125	65	\$5.25 + 34.5%
Elevator Constructor		a	\$45.49	26	54	\$33.235
Glazier	6/17		\$33.97	88	32	\$18.25
Ironworker	6/17		\$32.65	50	4	\$29.05
Laborer (Building):						
General	6/17		\$27.70	30	4	\$15.90
First Semi-Skilled	6/17		\$28.10	30	4	\$15.90
Second Semi-Skilled	6/17		\$28.50	30	4	\$15.90
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$35.39	46	67	\$16.85
Marble Mason	6/17		\$35.16	25	4	\$14.11
Marble Finisher	6/17		\$24.58	25	4	\$8.92
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I			\$38.44	85	4	\$16.02
Group II			\$37.63	85	4	\$16.02
Group III			\$32.08	85	4	\$16.02
Group III-A			\$36.29	85	4	\$16.02
Group IV						
Group V			\$33.68	85	4	\$16.02
Painter	6/17		\$29.34	37	4	\$16.86
Pipe Fitter	6/17		\$44.48	2	33	\$21.15
Plasterer	6/17		\$31.79	68	4	\$17.01
Plumber	6/17		\$43.80	45	33	\$21.64
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/17		\$32.55	95	2	\$18.09
Sheet Metal Worker			\$40.20	17	22	\$21.71
Sprinkler Fitter - Fire Protection			\$36.74	14	4	\$19.62
Terrazzo Worker	6/17		\$35.16	25	4	\$14.11
Terrazzo Finisher	6/17		\$24.58	25	4	\$8.92
Tile Setter	6/17		\$35.16	25	4	\$14.11
Tile Finisher	6/17		\$24.58	25	4	\$8.92
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day; two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

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NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$37.73	1	17	\$16.85
Cement Mason		\$31.50	3	2	\$16.77
Electrician (Outside-Line Construction)\Lineman		\$42.87	18	24	\$5.25 + 34.5%
Lineman Operator		\$39.62	18	24	\$5.25 + 34.5%
Lineman - Tree Trimmer		\$22.51	31	30	\$5.50 + 28%
Groundman		\$27.63	18	24	\$5.25 + 34.5%
Groundman - Tree Trimmer		\$18.21	31	30	\$5.50 + 28%
Laborer					
General Laborer	6/17	\$29.58	3	2	\$15.23
Skilled Laborer	6/17	\$30.79	3	2	\$15.23
Millwright	6/17	\$37.73	1	17	\$16.85
Operating Engineer					
Group I	6/17	\$36.17	3	2	\$16.84
Group II	6/17	\$35.13	3	2	\$16.84
Group III	6/17	\$35.13	3	2	\$16.84
Group IV	6/17	\$30.66	3	2	\$16.84
Oiler-Driver	6/17	\$34.01	3	2	\$16.84
Pile Driver	6/17	\$37.73	1	17	\$16.85
Traffic Control Service Driver		\$29.14	FED		\$14.77
Truck Driver-Teamster					
Group I	6/17	\$31.49	3	2	\$14.85
Group II	6/17	\$31.49	3	2	\$14.85
Group III	6/17	\$31.49	3	2	\$14.85
Group IV	6/17	\$31.49	3	2	\$14.85

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

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

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

**JACKSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JACKSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

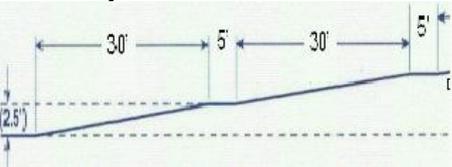
NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

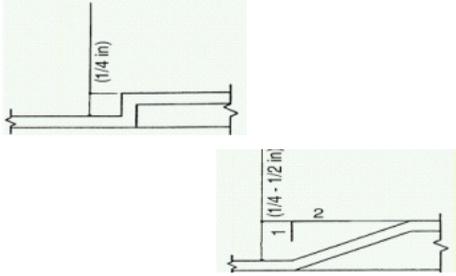
ADA CHECKLIST

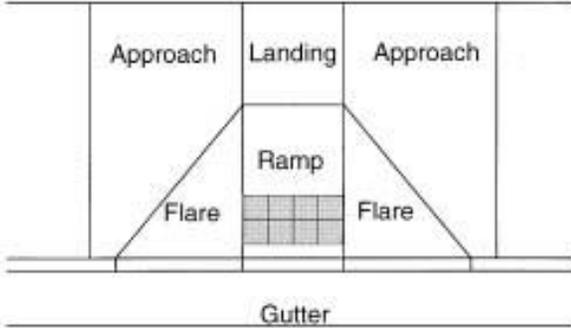
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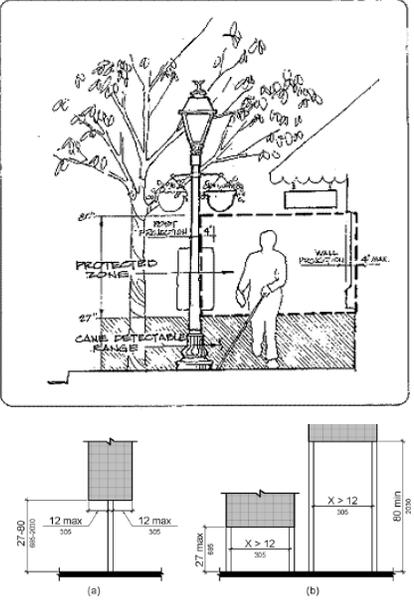
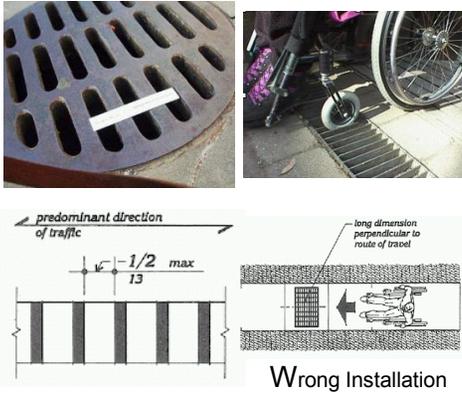
Job No. _____ Route _____ County _____ Location _____

Pedestrian Access Route				
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> • The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. • The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. • MoDOT Sidewalks shall be 5 feet wide minimum. ² • MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² • Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² • Exception: The clear width shall be permitted to be reduced to 32 inches minimum for a length of 24 inches maximum provided that reduced width segments are separated by segments that are 48 inches long minimum and 36 inches wide minimum. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> • Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. • Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet. 			
<p>Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> • The running slope of a pedestrian access route shall be 5 percent maximum. • Roadway Grade Exception: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. • Running Slopes shall be measured using a calibrated 2 foot long digital level. 			

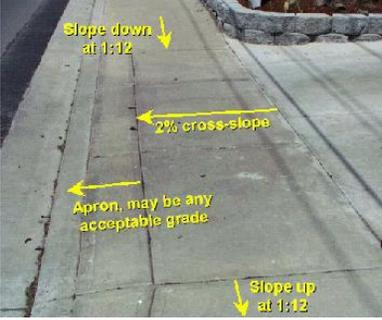
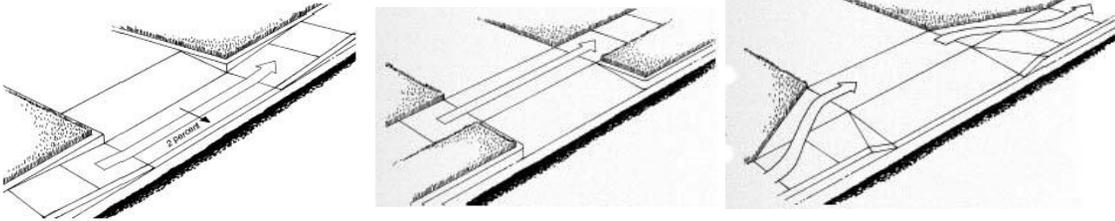
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			
<p>Sidewalk Ramps</p> <p>For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. Cross slope of ramp runs shall be 2 percent maximum. The rise for any ramp run shall be 30 inches maximum. Ramps shall have landings at the top and the bottom of each ramp run. Ramp runs with a rise greater than 6 inches shall have handrails. Handrails shall be provided on both sides of stairs and ramps. Edge protection shall be provided on each side of ramp runs. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 where such slopes are necessary due to space limitations. <ul style="list-style-type: none"> a. A slope between 8.33% (1:12) and 10% (1:10) is allowed for a maximum total rise of 6 inches b. A slope between 10% (1:10) and 12.5% (1:8) is allowed for a maximum total rise of 3 inches. 			

Figures/Examples	Requirements ¹	YES	NO	NA
<p data-bbox="92 136 352 168">Vertical Alignment</p>	<ul data-bbox="583 136 1709 574" style="list-style-type: none"> • Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail. 			
<p data-bbox="92 586 340 618">Changes in Level</p>  	<ul data-bbox="583 586 1719 789" style="list-style-type: none"> • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less. 			

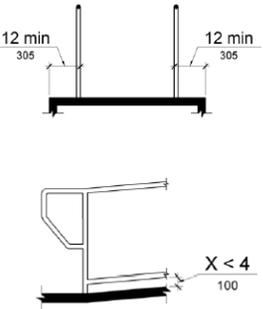
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> • The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level are not permitted. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			
				

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 inches maximum when located 27 inches minimum and 80 inches maximum above the finish floor or ground. • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground. 			
	<ul style="list-style-type: none"> • Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements. 			

ENTRANCES

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. Cross slope shall be 2 percent maximum. Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. ² 			

EDGE PROTECTION

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. Edge protection shall not be required on curb ramps and their landings. Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. Edge protection shall not be required on the sides of ramp landings having a vertical drop-off on 1/2 inch maximum within 10 inches horizontally of the minimum landing area. The floor or ground surface of the ramp run or landing shall extend 12 inches minimum beyond the inside face of a handrail. A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. 			

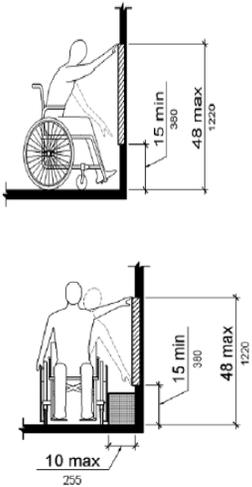
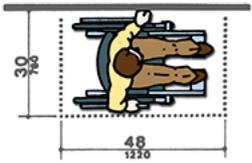
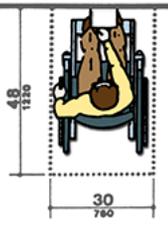
HANDRAIL AND PEDESTRIAN GUARDRAIL

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> The clear width of walking surfaces shall be 36 inches minimum. Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. Handrails shall not rotate within their fittings. Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. The surface of the ramp run or landing shall extend 12 inches minimum beyond the inside face of a handrail. 			

STAIRWAYS

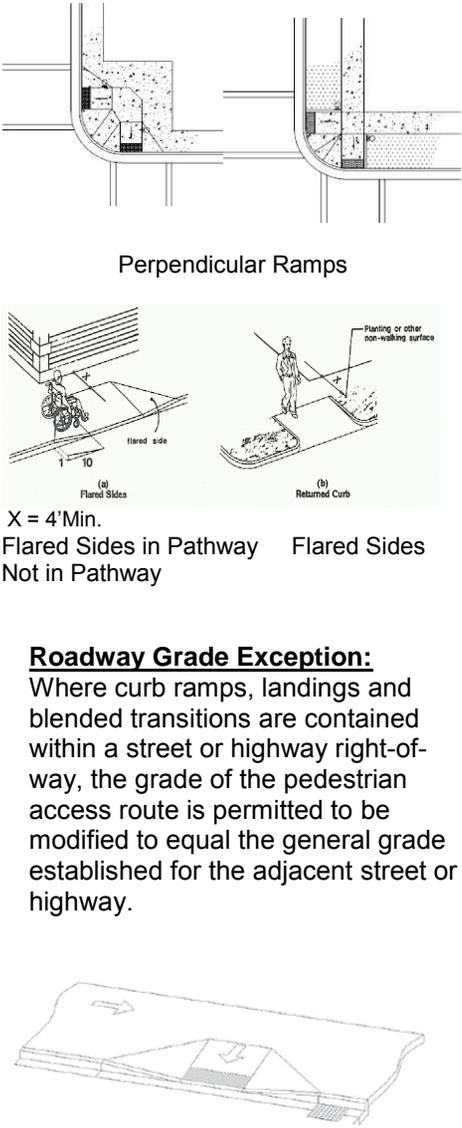
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. Open risers are not permitted. Stairway treads shall have a 2 inch minimum wide strip that contrasts visually with the tread and riser. The strip shall be located at the front of each tread and run the full width of the tread. The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. Stairs shall have handrails complying with PROWAG 2005 R408. 			

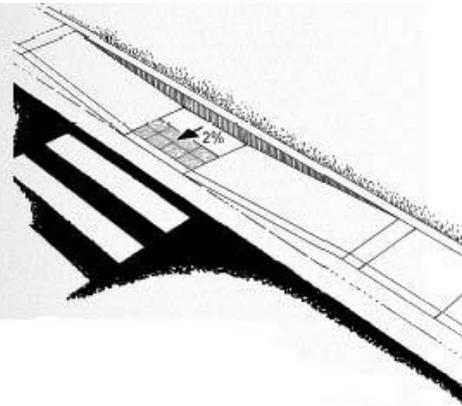
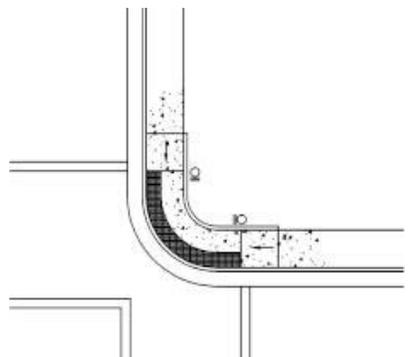
UNOBSTRUCTED REACH RANGES

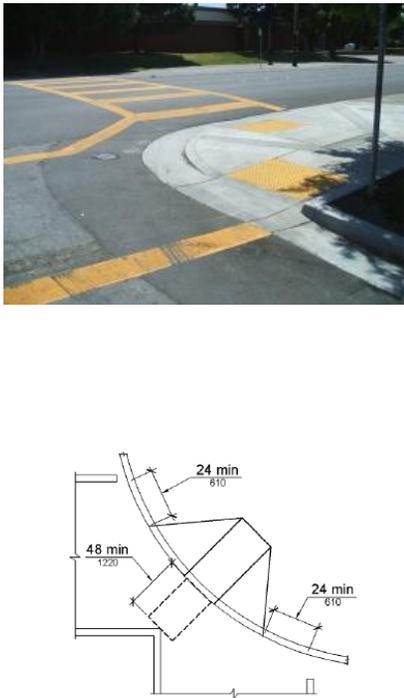
Figures/Examples	Requirements ¹	YES	NO	NA
	<p>Forward Reach</p> <ul style="list-style-type: none"> Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. <p>Side Reach</p> <ul style="list-style-type: none"> Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Parallel Approach</p>  </div> <div style="text-align: center;"> <p>Forward Approach</p>  </div> </div>			

CURB RAMPS

Figures/Examples	Requirements ¹	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p> <p>15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> • The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. • Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. <ul style="list-style-type: none"> - Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. • Cross slope of ramp runs shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails and Edge protection shall not be required on curb ramps and their landings. • Curb height = 0 inches within curb ramp spaces. ² • Curb ramps must be flush with street. • Street and ramp slope break is 13 percent or less. (See adjacent figure.) • The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. 			

Figures/Examples	Requirements ¹	YES	NO	NA
 <p>Perpendicular Ramps</p> <p>X = 4' Min. Flared Sides in Pathway Flared Sides Not in Pathway</p> <p>Roadway Grade Exception: Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p>	<ul style="list-style-type: none"> • Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing. 			

Figures/Examples	Requirements ¹	YES	NO	NA
 <p data-bbox="94 625 556 803">Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> • Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. • Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
	<ul style="list-style-type: none"> • Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. • Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. 			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES)

Figures/Examples	Requirements ¹	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p>	<ul style="list-style-type: none"> • Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer’s installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ² • Detectable warnings shall not be stamped into concrete. 			

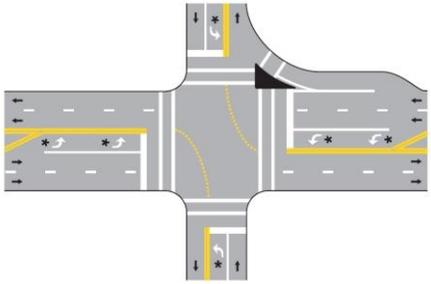
ISLANDS AND MEDIANS

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. Raised islands in crossings shall be cut through level with the street or have curb ramps at both sides. All median island passage spaces shall provide a clear width of 5 feet minimum. ² Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS)

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. • Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. • Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404. • A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. • Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. • Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands. - Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements. 			

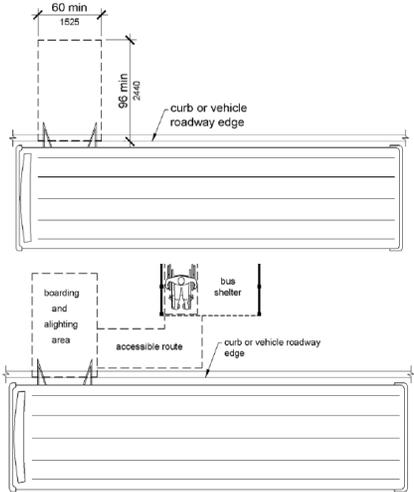
PEDESTRIAN STREET CROSSINGS

Figures/Examples	Requirements ¹	YES	NO	NA
 	<ul style="list-style-type: none"> • Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • All pedestrian signal phase timing shall be calculated using a pedestrian walk speed of 3.5 ft/s maximum. The crosswalk distance used in calculating pedestrian signal phase timing shall include the entire length of the crosswalk. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane. 			

ALTERNATE CIRCULATION PATH

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A continuous bottom edge shall be provided 6 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path. 			

BUS BOARDING AND ALIGHTING AREAS

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area. 			

¹ Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____ Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____ Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the _____,
(hereinafter referred to as the Owner) and _____
of _____, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this _____ day of _____, 20____.

[Owner Name Here], acting by and through the
[Owner/Officials]

By _____
[Mayor, City of XYZ]

ATTEST: (SEAL)

[Attest Person Title Here and Printed Name]

Contractor Business Name

By _____
Authorized Contractor Signature

Printed Name of Signatory

ATTEST: (SEAL)

[Attest Person Title Here and Printed Name]

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principle, and _____

as surety, are held and firmly bound unto the [OWNER NAME HERE] in the penal sum of: _____

DOLLARS (\$ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said [OWNER NAME HERE] or to its certain agents, attorneys, assigns, or to the [OWNER/OFFICIALS NAME HERE], for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the [OWNER NAME HERE] acting by and through the [OWNER/OFFICIALS NAME HERE], said contract being marked.

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the [OWNER NAME HERE], which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Secretary

Principal

By _____

Title _____

Surety

ATTEST: (SEAL)

By _____

Title _____

Address – Agent or Broker

Street

City

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Name

Street

City, State



September 12, 2017

Mr. Colin Victory
Transportation Planner
MoDOT – Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086

RE: City of Grain Valley Sidewalk Construction along SW Eagles Parkway
Federal #666004, Tap #3456(401)
Utility – Letter of Certification of "Utility Status"

Mr. Victory:

This project is scheduled to be let on Tuesday October 3, 2017. The status of utilities as of September 12, 2017 is as follows:

AT&T Distribution, Comcast Cable Communications, Kansas City Power & Light, Unite Private Networks, Missouri Gas Energy and the City of Grain Valley have facilities in the job limits but no conflicts with the utilities are expected.

Guy wires to a single pole owned by **Kansas City Power & Light** will be adjusted to accommodate overhead clearance above a sidewalk.

Based on the above information, utility work should not impact the sidewalk contractor's progress.

Please let us know if you have any questions.

Sincerely,

MKEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "B. S. Hill".

Brian S. Hill, P.E.
Principal

CC: Rick Arroyo, City of Grain Valley