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1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids from qualified contractors for the 2022 Pavement Maintenance Program – Reclamation and Chip Seal for Jackson County, Missouri Public Works Department.
- 1.2 Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Bids submitted by any other method will not be accepted.
- 1.3 Point of Contact: The Point of Contact for this Invitation to Bid is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.4 Project Location: Please see Appendix B of this Invitation to Bid.
- 1.5 This is Jackson County, Missouri Public Works Project Number 3260.

2.0 QUESTION PROCEDURE

- 2.1 All Questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid.
- 2.2 All Questions must be received on the Bonfire Portal by 5:00 PM, CST on April 5, 2022.
- 2.3 All Questions will be answered in the form of Addenda to the Invitation to Bid on the Bonfire Portal.
- 2.4 Bonfire will notify bidders of Addenda if they have obtained the Invitation to Bid through Bonfire.
- 2.5 Bidders and their agents (including subcontractors, associates, consultants, or their agents **may not contact any other County associate, staff or elected official** regarding the matters covered by this Invitation to Bid during the solicitation and evaluation of bids.
- 2.6 Inappropriate contacts are grounds for **REJECTION OF YOUR BID.**

3.0 BIDDING REQUIREMENTS

- 3.1 Bid Bond Required:
 - 3.1.1 A Bid Bond in the amount of five percent (5%) of the total bid amount must be turned in to the Purchasing Department, Jackson County Courthouse, 415 East

12th Street, Ground Floor, Room G-1, Kansas City, Missouri 64106 before the Response Deadline for this Invitation to Bid.

- 3.1.2 Bid Surety can be in the form of a Cashier's Check drawn on an acceptable bank, or a Bid Bond by a Surety Company acceptable to the Jackson County, Missouri Purchasing Department, authorized to do business in the State of Missouri and listed on the Federal Register.
- 3.1.3 Failure to provide a Bid Bond on or before the Response Deadline of this Invitation to Bid will lead to the **REJECTION OF YOUR BID**.

4.0 AWARD REQUIREMENTS

- 4.1 Certificate of Insurance: The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the Purchasing General Conditions and Exhibit A of the Purchasing Information and Forms included herein, within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.2 Performance and Labor and Materials Bond Required: The Successful Bidder will be required to submit to the Purchasing Department a Performance Bond and Labor and Materials Payment Bond in the amount of 100% of the contract award within ten business days after Notification of Award. The bond must be in a form acceptable to the Director of Finance and Purchasing and executed by a Surety Company registered to do business in the State of Missouri and listed on the Federal Register. Bonds must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.3 Maintenance Bond Required: The Successful Bidder shall be required to submit a Maintenance Bond on the work being performed for a **One-Year Maintenance Period**. The bond must be in a form acceptable to the Director of Finance and Purchasing executed by a Surety Company authorized to do business in the State of Missouri and listed on the Federal Register. Bonds must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.4 Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Respondent, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Bidder and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment**. Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 4.5 Compliance with Chapter 6: The Jackson County Code for Minority, Women and Veteran Business Utilization will be required on this Invitation to Bid. The Contractor's Utilization Plan, included with Purchasing Forms as attachments herein, must be

completed prior to Award. **If Goals are set by Compliance, they are required, not suggested. Failure to comply will result in the REJECTION OF YOUR BID.**

- 4.6 Compliance with State Wage Determination: Compliance with Prevailing Hourly Rate of Wages is required on any resulting contract pursuant Section 290.262 RSMo 1984 Division of Labor Standards, State of Missouri.

5.0 PURCHASING INFORMATION, included as a separate attachment:

- 5.1 Purchasing Information:

General Terms and Conditions
Certificate of Compliance Notice
Insurance Requirements
State of Missouri Wage Determination

6.0 PURCHASING FORMS, included as a separate attachment, to be downloaded, filled out and submitted with your bid:

- 6.1 Affidavit
Acknowledgement of Addenda
Exceptions
Contractor's Utilization Plan

7.0 PUBLIC WORKS INFORMATION, included as a separate attachment:

- 7.1 **Proposed Work:** Approximately 9.9 center-line miles of roadway reclamation and chip seal surfacing.
- 7.2 **Local Conditions affecting work:** Each Bidder shall visit the site of the work and shall completely inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of bid. There will be no subsequent financial adjustment for lack of such information.
- 7.3 **Period of Performance:** Contract shall be entered into by ten (10) calendar days after award and all work shall be 100% complete by September 16, 2022.
- 7.4 **Liquidated Damages:** The Successful 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 Special Conditions SC-49 herein.

- 7.5 **Safety Training:** Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.
- 7.6 **OSHA Ten Hour Training Requirement:** 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.
- 7.7 **Project Award:** This project will be awarded to the lowest, responsive, responsible Bidder.

8.0 PUBLIC WORKS FORMS included as a separate attachment, to be downloaded, filled out and submitted with your bid:

Equipment Questionnaire
List of Contracts on Hand
List of Intended Subcontractors
Contract Agreement

GENERAL CONDITIONS

GC-1 SCOPE

The contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this contract, and which are not applicable thereto. Any requirement, provision, or other stipulation of these general conditions which pertains to a nonexistent condition, and is not applicable to the work to be performed hereunder, shall have no meaning in the contract.

GC-2 CONTRACT DOCUMENTS

It is understood and agreed that the advertisement, instruction to bidders, bid, bond form(s), contract agreement, special conditions, general conditions, specifications, plans, addenda thereto, and duly authorized change orders, together with any and all supplementary drawings furnished by the Engineer-Architect as and when required to make clear, and to define in greater detail, the intent of the contract plans and specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the County or Engineer-Architect), and instructions furnished by the manufacturers of equipment for the installation thereof are each and all included in this contract, and the work shall be done in full compliance and accord therewith.

GC-3 DEFINITIONS

Any word, phrase, or other expression defined in this paragraph GC-3 and used in these contract documents shall have the meaning herein given:

- a. "Contract" or "contract documents" shall include all of the documents and drawings enumerated above in paragraph GC-2.
- b. "County" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the contract agreement hereto attached and for whom the work covered by this contract is to be performed, acting through its duly authorized officers or agents.
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the contract agreement as the "Party of the Second Part" and who has entered into this contract for the performance of the work covered thereby, and their duly authorized agents and other legal representatives.
- d. "Engineer-Architect" or "A-E" shall mean the Director of the Jackson County Public Works Department, or their authorized agent.
- e. "Inspector" shall mean the engineering, architectural or technical inspector or inspectors duly authorized by the County or Engineer-Architect, limited in each case to the particular duties entrusted to them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the contract agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the contract plans" shall mean and include all:
 - (1) Drawings caused by the County to be prepared as a basis for bids.

- (2) All drawings submitted by the successful bidder with their bid and by the Contractor to the County, when and as approved by the Engineer-Architect and
- (3) All drawings submitted by the County or Engineer-Architect to the Contractor during the progress of the work as provided for herein.
- j. Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the County and Engineer-Architect is intended.
- k. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the County and Engineer-Architect.

Whenever any statement is made in the contract documents concerning the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding agreement of the parties executing the contract agreement of which these general conditions are a part.

GC-5 TITLES AND SUBHEADINGS

The titles or subheadings used in this contract and on the contract plans and drawings and in the specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

GC-6 COPIES OF CONTRACT

Five (5) copies of the Contractor's bid as submitted, bond form(s), a statutory bond where required, and the contract agreement shall be prepared. Five of these copies, each containing the bond (or bonds) properly executed and the contract agreement signed by the Contractor, shall be submitted to and signed by the County; two of the copies so signed shall be delivered to the Contractor—one for their surety company and one to the Engineer-Architect. Two copies shall remain with the County.

GC-7 SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS

The said specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer-Architect. Should anything be omitted from the specifications and plans which is necessary to clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer-Architect before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the contract, specifications and plans. The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

GC-8 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer-Architect.

GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor shall check all dimensions, elevations, and quantities shown on the plans, and schedules given to them by the Engineer-Architect and shall notify the Engineer-Architect of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer-Architect should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC-10 DRAWINGS TO BE FURNISHED BY CONTRACTOR

The Contractor shall check and verify all field measurements and shall furnish/ all shop, fabrication, assembly, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for approval of the Engineer-Architect, in sufficient detail to adequately show the construction and operation thereof; drawings showing essential details of any changes in design of construction proposed, for consideration of the County, by the Contractor in lieu of the design or arrangement required by the contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer-Architect for their check and approval, together with the same number of copies of each drawing required by the Engineer-Architect to be revised. On final approval, the Engineer-Architect shall be furnished with a total of not less than two (2) copies, and more when required, of each drawing as finally approved; such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer-Architect, all such drawings shall become a part of the contract documents and the work or equipment shown thereby shall be in conformity therewith unless required by the County. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer-Architect's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown nor shall such approval relieve the Contractor of their responsibility for errors contained in such drawings.

GC-11 APPROVED EQUAL

If the Contractor desires to substitute materials, appliances, equipment, etc., specified in the specifications, the Contractor shall request, in writing, an approval from the Engineer-Architect. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer-Architect of written approval thereof. If the Engineer-Architect is not familiar with the products for which the Contractor desires approval as an equal, they will reserve the right to have the products submitted to an independent testing laboratory of their choosing, to determine if the substitute product is an equal. The costs of such tests shall be borne by the Contractor or the parties offering the product as an approved equal.

GC-12 OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Engineer-Architect are their property. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to them on request, at the completion of the work.

GC-13 SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in their own work or in that of any other Contractor, all samples as directed by the Engineer-Architect. The Engineer-Architect shall check and approve such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The work shall be in accordance with approved samples.

GC-14 CONTRACTOR TO FURNISH STAKES AND HELP

When the documents or specifications require that the Engineer-Architect perform staking, the Contractor shall furnish without charge, competent employees from their force and such tools, stakes, and other materials as the Engineer-Architect may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work the Contractor shall perform all work necessary to locate all construction on the site for building projects. A registered land surveyor employed by the Contractor shall locate the building corners.

GC-15 LINES AND GRADES

All work done under this contract shall be done to the lines, grades, and elevations shown on the plans. The Contractor shall keep the Engineer-Architect informed, a reasonable time in advance, of the times and places at which he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer-Architect and of delay to the Contractor. This paragraph applies to projects for which the Engineer-Architect is to make staking surveys and payment is on a unit price basis.

GC-16 WORK DONE WITHOUT LINES OR GRADES

Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points located, established, or checked by the Engineer-Architect, may be ordered removed and replaced at the Contractor's cost and expense.

GC-17 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same will be charged with the resulting expense of replacement. The Contractor shall have no claim for damages or extension of time due to such destruction. In case of any permanent monuments, bench marks, section corner and quarter-section corner monuments which must be removed or disturbed during construction, the Contractor shall carefully protect and preserve the same until they have properly referenced for relocation and replacement. The Contractor shall furnish at their own expenses a duly qualified and licensed (Missouri) land surveyor to reference and reestablish, after completion of construction, with permanent markers as is normally used in these locations. The Contractor shall also furnish a certificate sealed by the land surveyor with a statement that the monument recovered was reset in the same location prior to final acceptance of the project by the County.

GC-18 LEGAL ADDRESS OF CONTRACTOR

Both the business address of the Contractor given in the bid upon which this contract is founded, and the Contractor's office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the post office of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer-Architect and to the County. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this contract, the Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the County or the County's agents; and any such communications given to the said representative, or delivered at the Contractor's office at the site of the work in their absence, shall be deemed to have been given to the Contractor.

GC-20 RESPONSIBILITY OF CONTRACTOR

The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. They shall cover and protect their work from damage, and all injury to the same (before the completion and acceptance of this contract) shall be made good by them. The Contractor shall be solely answerable for all damage to the County or the property of the County, to other contractors or other employees of the County, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of themselves or their subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this contract, or any extra work undertaken as herein provided, or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

GC-23 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the County, and employees who may be employed by the County, on any work in the vicinity of the work to be done under this contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or employees. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the County at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the employees of the County, in regard to their work shall be adjusted and determined by the Engineer-Architect. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the County on that account other than for an extension of time. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with that of another, the Engineer-Architect shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of employees, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer-Architect to the contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

GC-25 METHODS OF OPERATION

The Contractor shall give to the Engineer-Architect full information in advance as to their plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer-Architect to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, they may order the Contractor to increase or improve their facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer-Architect to issue such orders shall relieve the Contractor from their obligations to secure the degree of safety, the quality of work, and the rate of progress required by this contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods. The approval by the Engineer-Architect of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the County, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer-Architect has no objection to the Contractor's use or adoption, at their risk and responsibility, of the plan or method so proposed by the Contractor.

GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT THEIR OWN RISK

Any plan or method of work suggested by the Engineer-Architect, or other representative of the County, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer-Architect and the County will assume no responsibility therefor.

GC-27 AUTHORITY AND DUTY OF THE ENGINEER-ARCHITECT

It is mutually agreed by and between the parties to this contract, that the Engineer-Architect shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this contract that the Engineer-Architect shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this contract; that he shall determine all questions in relation to said work and the construction thereof; that they shall in all cases decide every question which may arise relative to the execution of this contract on the part of said contractor; that their decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the contract, and to any rights of the Contractor to receive any money under this contract provided, however, that should the Engineer-Architect render any decision or give any directions which, in the opinion of the Contractor, is not in accordance with the meaning and intent of this contract, the Contractor may file with the Engineer-Architect within thirty (30) days, their written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer-Architect as rendered shall be promptly carried out.

GC-28 INSPECTION

It is agreed by the Contractor that the County shall be and is hereby authorized to appoint or employ (either directly or through the Engineer-Architect) such architects, engineers, and inspectors as the County may deem proper, to inspect the materials furnished and the work performed under this contract, and to see that the said materials are furnished, and the said work performed, in accordance with the plans and specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer-Architect, or by the inspectors, for the proper inspection and examination of the work and all parts thereof. The Contractor shall regard and obey the directions and instructions of the Engineer-Architect, or any inspector so appointed, when the same are consistent with the obligations of this contract and the specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate architect, engineer, or inspector, the contractor may make written appeal

to the Engineer-Architect for their decision. Architects, engineers, inspectors and other properly authorized representatives of the County or Engineer-Architect shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the County so decides, to annul the contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the County, whenever so ordered by the Engineer-Architect, without reference to any previous oversight or error in inspection. The Engineer-Architect does not assume any responsibility for work or action of the Contractor.

If work on any project is subject to the approval of the Federal Highway Administration, representatives of the Missouri Highways and Transportation Commission and the Federal Highway Administration shall have access to the project for the purpose of inspecting and reviewing work being performed by any contractor or subcontractor on the project. Contractors and subcontractors shall maintain books, account, ledgers, invoices, drafts, documents, pages, and other business records pertaining to the performance of this project and shall require that such materials be available at the contractors field or permanent business offices at all reasonable times during the performance of the contract and for three years from date of final FHWA voucher acceptance under the contract, for inspection by authorized representatives of the Commission and/or the Federal Highway Administration.

GC-29 NO WAIVER OF RIGHTS

Neither the inspection by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the County or Engineer-Architect, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the County, or any right to damages herein provided, or shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

GC-30 SUPERINTENDENCE OF WORK

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendent of all operations for and in connection with the work being performed under this contract, either personal or by a duly authorized superintendent or other representative. The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith.

GC-31 ORDERS TO CONTRACTOR'S AGENT

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer-Architect or their representative, to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

GC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this contract, or which are in any manner affected by the prosecution of the work or the transportation of employees or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property

through any negligence of themselves or their employees. The Contractor shall indemnify, defend, and save harmless the County against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not.

GC-34 MODIFICATIONS AND ALTERATIONS

In executing the contract agreement, the Contractor agrees that the County shall have the right to make such modifications, changes, and alterations, as the County may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer-Architect shall determine, on an equitable basis, the amount of:

- a. Credit due the County for contract work not performed, as a result of modifications or alterations authorized hereunder, where the value of the omitted work is not fixed by unit prices in the contract.
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the work as originally planned but which could not be used in any part of the work as actually built.
- c. Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents. All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer-Architect under the authority of the County or by the County directly.

GC-35 EXTRA WORK

The term "extra work" as used in this contract, shall be understood to mean and to include all work that may be required by the Engineer-Architect or County to be performed by the Contractor to accomplish any change or alterations in, or addition to, the work shown by the contract plans, or required or reasonably implied by the specifications, which is not covered by the bid and not otherwise provided under "Modifications and Alterations" herein. It is agreed that the Contractor shall perform all extra work under the direction of the Engineer-Architect, when and as so ordered in writing by the Engineer-Architect or County. When such extra work is ordered, it shall be paid for either by a lump sum or by unit prices mutually agreed upon by the County and Contractor in writing, or if such agreement cannot be made, on a force account basis, to be compensated in the following manner:

- (1) Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foreman are actually engaged in such work.

The Contractor shall receive the actual costs paid to, or on behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to 20 percent of the sum of the above items will also be paid the Contractor.

- (2) Bond Insurance and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.
- (3) Materials. For materials accepted by the Engineer-Architect and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by them (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- (4) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer-Architect, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum 15 percent will be added.
- (5) Miscellaneous. No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) Compensation. The Contractor's representative and the Engineer-Architect shall compare records of the cost of work done as ordered on a force account basis.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer-Architect with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (a) Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
 - (b) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (c) Quantities of materials, prices, and extensions.
 - (d) Transportation of materials.
 - (e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

- (f) Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from their stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer-Architect and no bills or charges for "Extra Work" will be allowed except for that ordered in writing before its execution.

GC-36 PROVISION FOR EMERGENCIES

Whenever, in the opinion of the Engineer-Architect, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer-Architect, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests, then the Engineer-Architect, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer-Architect may consider necessary and adequate. The cost and expense of such work and materials so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due (or to become due) the Contractor. The performance of such emergency work under the direction of the Engineer-Architect shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer-Architect.

GC-38 RIGHT OF COUNTY TO TERMINATE CONTRACT

If the work to be done under this contract shall be abandoned by the Contractor; or if this contract shall be assigned by them otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of their assets be made for the benefit of their creditors, or if a receiver should be appointed for the Contractor or any of their property; or if at any time the Engineer-Architect shall certify in writing to the County that the performance of the work under this contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract or the specifications therefore, or that they are executing the same in bad faith or otherwise not in accordance with the terms of said contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and their surety of said County's intention to terminate this contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the County shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the County may take over the work and prosecute same to completion, by contract or otherwise, for the account of the Contractor. The Contractor and their surety shall be liable to the County for any and all excess cost sustained by the County by reason of such prosecution and completion including compensation for additional architectural, engineering, managerial and administrative expense; and in such event the County may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

GC-39 SUSPENSION OF WORK ON NOTICE

The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by verbal order of the County or Engineer-Architect at the moment it is issued. Said verbal order will be confirmed by written order at the request of the Contractor which shall note the time the verbal order was issued. The Contractor shall delay or suspend the progress for such periods of time as required to comply with directions issued by County or Engineer-Architect, provided that, in the event such delay or suspension of the progress of the work, or any part thereof, the time for completion of the work so suspended or delayed by such suspensions shall be extended for a period equivalent to the time lost; however, such order of the County or Engineer-Architect shall not otherwise modify or invalidate any of the provisions of this contract. In the event that the work shall be stopped by order of the County or Engineer-Architect, any expense which, in the opinion and judgment of the Engineer-Architect, is caused thereby shall be paid by the County to the Contractor.

GC-40 LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at their own cost and expense.

GC-41 LAWS AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current regulations of the County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the County and the County's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-42 SANITARY REGULATIONS

In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of their employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

GC-43 CHARACTER OF EMPLOYEES

The Contractor shall employ only employees, who are competent to perform the work assigned to them and (in the case of skilled labor), who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available. Whenever the Engineer-Architect shall notify the Contractor that any employee on the work is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the work to any person representing the County, such employee shall be immediately discharged from the work and shall not be reemploy thereon except with the consent of the Engineer-Architect.

GC-44 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or legal holidays, without the written approval or permission of the Engineer-Architect in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or equipment, or in the case of an emergency. The Contractor may establish night work as a regular procedure, with the written permission of the Engineer-Architect. The Engineer-Architect, however, may

revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

GC-45 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine their operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer-Architect, the Contractor shall be able to perform the work in a proper and satisfactory manner.

GC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the County, commence the work to be done under this contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the contract on or before the termination of the construction period named in the bid, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer-Architect with a tentative schedule setting forth in detail the procedure they propose to follow, and giving the dates on which they expect to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer-Architect, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer-Architect shall direct or approve.

GC-47 HINDRANCES AND DELAYS

In executing the contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or employees or otherwise. The Contractor shall make no charge for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this contract, except as provided in the paragraph on "Suspension of Work on Notice" of these GENERAL CONDITIONS.

GC-48 EXTENSION OF TIME

Should the Contractor be delayed in the final completion of the work by any act or neglect of the County or Engineer-Architect, or of any employee of either, or by any other contractor employed by the County, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the County provided, however, that the Contractor shall give the County, and the Engineer-Architect, within ten (10) consecutive days from the start of such delay, notice in writing of the cause of delay in each case. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed.

GC-49 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this contract, in signing the agreement thereof, that time is of the essence of this contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefor in the contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said County, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this

contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in SPECIAL PROVISIONS, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in judgment of the County. The County shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this contract at the time stipulated herein and provided for.

GC-50 TESTS OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the County. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the County in as many certified counterparts as may be required by the said owner.

GC-51 TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this contract shall be made under the direction of the Engineer-Architect by and at the expense of the Contractor, whom shall repair at their own expense all damage resulting from the testing.

GC-52 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer-Architect ordering such removal, the condemned material or structures may be removed by the County and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-53 PLACING WORK IN SERVICE

If desired by the County, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this contract is finally accepted and for a year thereafter as stipulated in paragraph GC-55.

GC-54 DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer-Architect shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in a first class condition.

GC-55 DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of one (1) year from and after the date the final acceptance by the County of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the County, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the County is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the judgment of the County, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-56 EQUIPMENT GUARANTY

All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this contract shall be guaranteed by the Contractor and their surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damage or failure, under normal operation of the equipment and devices under specified conditions, for a period of one (1) year, unless specified in the Specifications for a longer period from and after the date of acceptance thereof by the County, and each item of equipment or part thereof thus proving to be defective within the specified period of the guaranty shall be replaced (without cost to the County) by the manufacturer of the defective item of equipment, by the Contractor, or by their surety under the terms of the performance, payment and maintenance bond. This equipment guaranty shall also apply to, and shall include, any and all replacements of defective equipment or parts made thereunder, and the period of the guaranty of each such replacement shall be from and after the date of installation thereof.

GC-57 CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the County from all claims for labor and materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the County with satisfactory evidence, when called for by it, and that all persons, firms, or corporations, who have done work or furnished materials under this contract, for which the County may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient, within the discretion of the County, to meet the claims of the persons, firms and corporations, aforesaid, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this contract, shall be retained until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

GC-59 ESTIMATED QUANTITIES

(Where total bid is the sum of unit price extensions.) The Contractor agrees that the quantities of work as stated in their bid, or indicated on the plans, are accurate for the construction shown, and that during the progress of the work the County may find it advisable, and it shall have the right, to omit portions of the work and to increase or decrease the quantities, and that the County reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this contract, which has not actually entered into the construction of said improvements.

GC-60 MONTHLY ESTIMATES AND PAYMENTS

- a. Unit Price Contracts: On or about the first day of each month, the Engineer-Architect will make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the

Engineer-Architect such detailed information as requested to aid them as a guide in the preparation of monthly estimates.

- b. Lump Sum Contracts: On or about the first day of each month the Contractor shall submit to Engineer - Architect an itemized application for payment, supported to the extent required by the Engineer-Architect by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer-Architect may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer-Architect a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the contract, divided so as to facilitate payments to subcontractors in accordance with such forms as the Engineer-Architect and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer-Architect may direct. This schedule, when approved by the Engineer-Architect shall be used as a basis for Certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule. If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the County's title to such material or otherwise adequately protect the County's interest including applicable insurance.
- c. Certification for Payments: On or about the 10th day of the month the Engineer-Architect shall submit payment estimates or certificates of payment to the County. After the County shall have approved each such estimate, the County shall pay to the Contractor ninety-five (95) percent of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the County shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this contract.

GC-61 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

GC-62 COMPLETION AND ACCEPTANCE OF WORK

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer-Architect. Upon completion of the work the Engineer-Architect shall satisfy themselves, by examination and test, that the work has been finally and fully completed in accordance with the Plans, Specifications, and contract and report such completion to the County.

GC-63 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the County, the Engineer-Architect shall be authorized to prepare a final estimate of the work done under this contract and the value thereof. Such final estimate shall be submitted to the County within ten (10) days after its preparation has been authorized as aforesaid, and the County shall within thirty (30) days after said final estimate is made and certified, pay the entire sum found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this contract. All prior estimates and payments shall be subject to

correction in the final estimate and payment, but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the County, shall be conclusive evidence of the work done and materials furnished.

GC-64 RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the County and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the County or any person relating to or affecting the work, and following such acceptance, no persons, firm, or corporation, other than the signer of this contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the County nor any employee or agent thereof shall be liable or be held to pay any money, except as herein provided.

GC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due them for work or materials not clearly provided for in the contract, plans, or specifications, or previously authorized as extra work, they shall notify the Engineer in writing of their intention to claim such additional compensation before they begin the work on which they base the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim.

When the work, on which the claim for additional compensation is based, is work that has been completed, the Contractor shall, within fifteen (15) calendar days after completion of the work in question, submit their written claim to the Engineer who will present it to the County for consideration. Claims submitted at times other than those herein specified will not be considered. Each notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

GC-66 SAFETY TRAINING REQUIREMENT FOR ALL ON-SITE EMPLOYEES

The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall provide certification of compliance with this condition following the award of the contract and before work commences on the project.

END OF SECTION

SPECIAL CONDITIONS

These Special Conditions constitute modifications, deletions, and additions to the General Conditions (GC). Where any part of the General Conditions is so modified by these Special Conditions the unaltered provision shall remain in effect.

SC-1 SCOPE OF WORK (GC-1)

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment, and other services necessary to construct the 2022 Pavement Maintenance Program – Pavement Marking as described herein. Said work shall include but not be limited to the pavement markings of paint and existing roadways, on-site traffic control, and all incidental and related work as shown on the Contract Documents and as described herein.

SC-6 COPIES OF CONTRACT (GC-6)

Six (6) copies of the Contract Documents will be prepared by the County. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreements, insert executed copies of the required Performance Bonds, Certificate of Liability Insurances, Power of Attorney, and submit all copies to the County. THE DATE OF THE CONTRACT AGREEMENT AND BOND FORMS SHALL BE LEFT BLANK FOR FILLING IN BY THE COUNTY. The County will execute all copies, insert the date of Contract on the Performance Bonds and Power of Attorney, retain four (4) copies, and forward two (2) copies to the Contractor, one of which should be forwarded to the surety company.

SC-7 SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS (GC-7)

- A. All work on this project shall conform to the project drawings and to the Contract Documents.
- B. The Work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the County prior to the opening of the bids or during construction.
- C. All work shall be in accordance with these Standard Specifications as specified in TS-1 except where a conflict occurs. Should any conflict arise in the Contract Documents, Standard Specifications or Plans the following order of precedence shall be used:
 - 1. Plans – or Appendix sheets
 - 2. Technical Specifications
 - 3. Special Conditions
 - 4. General Conditions

SC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULE (GC-9)

- A. The Contractor shall submit a proposed progress schedule for all work in the Contract. Scheduling shall provide for the least practical inconvenience to the traveling public and to the residents along the project.
- B. The construction progress schedule shall be in a form approved by the County and shall include at least the following information for each significant work item:
 - 1. Beginning date.
 - 2. Scheduled percentage of completion at the end of each calendar month.
 - 3. Ending date.

The construction progress schedule shall also show the scheduled percentage complete for the entire Contract at monthly intervals.

- C. The County will review the proposed construction progress schedule and may require the Contractor to revise it if, in the County's judgment, changes are required to accurately reflect the scheduled progress of the Work or provide for completion of the project within the contract time. The revised schedule shall be submitted to the County for their approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.
- D. The Contractor will be required to revise their original approved construction progress schedules any time actual progress of the Work on the Contract lags the scheduled progress by fifteen percent or more. A revised schedule shall be submitted to the County for their approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required.
- E. The County may withhold monthly Progress Payments otherwise due to the Contractor in the event that progress falls fifteen (15) percent behind the approved construction progress schedule for two consecutive months, and may continue to withhold payments until the Contractor has submitted an acceptable revised schedule and shown a good faith effort to implement same. The County's decision either to withhold or not withhold progress payments shall not waive or release any right the County has to withhold any subsequent progress payments, nor does it relieve the Contractor of their responsibility to complete the project within the contract time.

SC-12 OWNERSHIP OF DRAWINGS (GC-12)

General Conditions GC-12 is modified as follows:

All drawings, specifications, calculations, electronic files and copies developed by the Contractor and/or their subcontractors for components of the project are the property of the County. They are not to be used on work unrelated to this project, and, with exception of the Contractor's signed contract sets, are to be returned to the County on request, upon completion of the Work.

SC-19 CONTRACTOR'S OFFICE AT SITE OF WORK (GC-19)

General Conditions GC-19 is modified by adding the following:

- A. The Contractor is not required to have a field office at the project site and no conditions have been made by the County for the field office, shops, or storage areas to be used by the Contractor. However, if desired, the Contractor may, on their own initiative, provide for any or all of the above items. The Contractor may store a limited amount of material and equipment inside of the building in a specified location with the permission of the County, if applicable.
- B. No direct payment will be made for the Contractor's office, shops or storage areas.
- C. Common-Use Field Office: Of sufficient size to accommodate needs of the County, Engineer and construction personnel, office activities, and to accommodate Project meetings. Keep office clean and orderly.
- D. Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the County only as necessary.

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)

Modify GC-20, Responsibility of Contractor, by adding the following:

- A. The Contractor shall take the necessary precautions to keep loose aggregate, mud, and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations.

Should aggregate, mud, and debris become deposited upon such open lanes of existing paving, the Contractor shall promptly remove it at no additional cost to the County.

- B. Before the Work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning of streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- C. It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
- D. The Contractor at their sole cost and expense will provide any water required along the project route in connection with the work to be performed.
- E. All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expenses.
- F. Temporary Traffic Control:
 - 1. Flagging and traffic control signing shall be in accordance with the Contract Documents and the MUTCD. It shall be the Contractor's responsibility to check the traffic control devices each evening to make sure they are in place before leaving the jobsite.
 - 2. As a **SUBSIDIARY** obligation of the Contract, the Contractor shall sign all road closures and establish such detours as needed and as approved by the County.
 - 3. Additionally the Contractor shall install proper signage to warn motorists of loose gravel and oil.
 - 4. All personnel utilized in traffic control shall be fluent in English. Fluency shall be as determined by the County and the Contractor's field personnel not meeting this requirement shall not be utilized in the traffic control work.
 - 5. Additionally drivers operating vehicles or equipment on public roads shall possess valid driver's licenses issued in the United States. The driver's license must be appropriate to the vehicle they are operating.

SC-25 METHODS OF OPERATION (GC-25)

General Conditions GC-25 is modified by adding the following:

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.

SC-27 AUTHORITY AND DUTY OF THE ENGINEER-ARCHITECT (GC-27)

The progression of the project will be observed by County personnel and will provide the inspection.

SC-28 INSPECTION (GC-28)

- A. This project will be observed by County personnel.
- B. The Contractor shall notify their subcontractors, the County and all Contractors and subcontractors under the County, when he is ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the County and/or proper authorities.

- C. The Contractor and their subcontractors may not put in place any work which will prevent observation and approval of previous work without first notifying the County, and/or proper authorities.

SC-29 NO WAIVER OF RIGHT (GC-29)

Neither the inspection or evaluations by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the County or Engineer-Architect, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the County, or any right to damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY (GC-32)

General Condition GC-32 is modified by adding the following:

- A. The Contractor shall confine all work, equipment and personnel within the limits of the existing project rights-of-way and construction limits noted. The Contractor shall make no claim for additional payment for confining their operations within these areas.

SC-34 MODIFICATIONS AND ALTERATIONS (GC-34)

General Conditions GC-34 is modified by adding the following:

The Contractor may submit to the Engineer, in writing, bids for modifying the Plans, Specifications or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction bid shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, and ease of maintenance, desired appearance, or design and safety standards.

Cost reduction bids shall contain the following information:

1. A description of both the existing Contract requirements for performing the work and the proposed changes.
2. An itemization of the Contract requirements that must be changed if the bid is adopted.
3. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The Contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

This Special Condition shall not be construed to require the Engineer to consider any cost reduction bid which may be submitted hereunder; proposed change in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction bid; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction bid submitted pursuant to this section nor for any delays to the work attributable to any such bid. If a cost reduction bid is similar to a change in the Plans or Specifications for the project under consideration by the County at the time said bid is submitted, the Engineer will not accept such bid and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this article.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed change order incorporating the cost reduction bid has been issued. If an executed

change order has not been issued by the date upon which the Contractor's cost reduction bid specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction bid shall be deemed rejected.

The County shall be the sole judge of the acceptability of a cost reduction bid and of the estimated net savings in construction costs from the adoption of all or any part of such bid. In determining the estimated net savings, the right is reserved to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The County reserves the right where they deem such action appropriate to require the Contractor to share in the County's cost of investigating a cost reduction bid submitted by the Contractor as a condition of considering such bid. Where such a condition is imposed, the Contractor shall indicate their acceptance thereof in writing, and such acceptance shall constitute full authority for the County to deduct amounts payable to the County from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction bid is accepted in whole or in part, such acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Special Condition. Such change order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction bid or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the County's approval thereof is based on if the approval of the County is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction bid effectuated by the change order and shall further provide the Contractor be paid fifty (50) percent of said estimated net savings amount.

Acceptance of the cost reduction bid and performance of the work there under shall not extend the time of completion of the Contract unless specifically provided for in the contract change order authorizing the use of the cost reduction bid.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction bid shall constitute full compensation to the Contractor for the cost reduction bid and the performance of the work thereof pursuant to the said change orders.

The County expressly reserves the right to adopt a cost reduction bid for general use on contracts administered by the County when it determines that said bid is suitable for application to other contracts. When an accepted cost reduction bid is adopted for general use, only the Contractor who first submitted such bid will be eligible for compensation pursuant to this section, and, in that case, only as to those contracts awarded to them prior to submission of the accepted cost reduction bid. Cost reduction bids identical or similar to previously submitted bids will be eligible for consideration and compensation under the provisions of this article if the identical or similar previously submitted bids were not adopted for general application to other contracts administered by the County. Subject to the provisions contained herein, the County shall have the right to use all or any part of any submitted cost reduction bid without obligation or compensation of any kind to the Contractor. This article of the specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

The Engineer reserves the right to make, in writing, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as altered.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contract in such an amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work, as defined elsewhere in the Contract is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.
- c. The Contractor's attention is called to the Bid Form herein which allows the County to adjust the quantities upward or downward based upon the available funding. This may be in excess of the percentages noted above.

SC-35 EXTRA WORK (GC-35)

General Conditions GC-35 is modified as follows for numbers 2, 3 and 4:

- A. An amount equal to 20% percent will be added to the bond, insurance and taxes and not the 6% noted in the General Condition.
- B. An amount equal to 20% percent will be added to the materials and not the 15% noted in the General Condition.
- C. An amount equal to 20% percent will be added to all rental costs and not the 15% noted in the General Condition.

SC-39 SUSPENSION OF WORK ON NOTICE (GC-39)

General Conditions GC-39 is modified by adding the following:

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable length of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an

adjustment (excluding profit) and notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

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

SC-41 LAWS AND ORDINANCES (GC-41)

The following is added to GC-41:

No burning will be allowed.

SC-43 CHARACTER OF EMPLOYEES (GC-43)

Add the following to GC-43:

Employees who may have occasion to speak with the general public must be able to communicate in clear English.

SC-45 UNFAVORABLE CONSTRUCTION CONDITIONS (GC-45)

Modify GC-45, Unfavorable Construction Conditions, by adding the following:

The Contractor shall take precautions by watering or other means to ensure that excessive dust or lime does not become airborne during construction.

SC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK (GC-46)

A. The time for completion of the Work is an essential part of the Contract. It shall begin on the date stated in the Notice to Proceed, and shall be the number of working days as stated in the Bid and in accordance with MoDOT Standard Specification Section 108, except as follows: "No working days will be counted from December 15 to March 15, both days inclusive unless work may proceed on a continuous basis beyond December 15 or may start or restart on a continuous basis before March 15. Working days will not be counted within this time frame after continuous work stops or before continuous work begins. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days any time during the year."

The Contractor's attention is directed to conditions of GC-44 and GC-46. Holidays: Saturdays, Sundays, and holidays established by the laws of the County will not be counted as working days.

2022 List of Jackson County, Missouri Holidays

New Year's Day	Friday, December 31 st , 2021
Martin Luther King, Jr Day	Monday, January 17 th
Presidents' Day	Monday, February 21 st
Truman's Birthday	Monday, May 9 th
Memorial Day	Monday, May 30 th
Juneteenth	Monday, June 20 th

Independence Day	Monday, July 4 th
Labor Day	Monday, September 5 th
Veterans' Day	Friday, November 11 th
Thanksgiving Day	Thursday, November 24 th
Thanksgiving Friday	Friday, November 25 th
Christmas Day	Monday, December 26 th

- B. The Contractor will need to coordinate with the County and/or their designated representative on the after-work week hours and weekend schedules. The standard work week hours that the Contractor can work are from 7:30 A.M. to 6:00 P.M.
- C. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction.
- D. The Contractor shall take, at no additional cost to the County, whatever means are necessary including, but not necessarily limited to, working nights and weekends and double shifts, and providing temporary weather enclosures and temporary heat/ventilation during inclement weather to assure substantial completion of all work during the Contract Time.
- E. Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling, and its coordination with the work of others. It is expected that this conference will be attended by representatives of the County, the Engineer, the Contractor and their subcontractors, and the striping contractor that is to accomplish the permanent striping, if applicable, as well as representatives of any other affected agencies which the County may wish to invite.
- F. Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

SC-49 LIQUIDATED DAMAGES (GC-49)

In accordance with GC-49, Liquidated Damages (also referred to as "Schedule of Deductions"), the Contractor will be assessed liquidated damages for each calendar day of delay in completion of work. See the following schedule:

<u>Contract Amount</u>		<u>Calendar Day Assessment</u>
\$ 25,001	\$ 50,000	\$ 475
\$ 50,001	\$ 100,000	\$ 500
\$ 100,001	\$ 500,000	\$ 700
\$ 500,001	\$ 1,000,000	\$ 950
\$ 1,000,001	\$ 2,000,000	\$ 1,100

SC-50 TEST OF MATERIALS OFFERED BY CONTRACTOR (GC-50)

Modify GC-50, Tests of Materials Offered by Contractor, by adding the following:

- A. Testing and quality control shall be in accordance with the Technical Specifications. All testing shall be provided and paid for by the County except as outlined in the Technical Specifications.
- B. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of the Contractor or their subcontractors or any other contractors as described herein. The Contractor shall allow fifteen (15) days for the County to review original submittals and/or re-submittals. However, the County will make every effort to promptly review such submittals and transmit comments to the Contractor.
- C. The Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.
- D. Submit certificates for any aggregate materials used.
- E. Submit mix designs for each asphalt material used.

SC-54 DISPOSAL OF TRASH AND DEBRIS (GC-54)

The following is added to GC-54:

- A. Before the Work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- B. Final Cleanup shall be at no additional cost to the County.

SC-59 ESTIMATED QUANTITIES (GC-59)

Add the following to the end of GC-59:

It is the intent of the Contract Documents that the total bid, as submitted, shall cover all work required by the Contract Documents. All costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all necessary labor to fully complete the Work shall be included in the unit and lump sum prices named in the Bid. No item of work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of, or in addition to, the prices submitted in the Bid. All such work not specifically set forth in the Bid as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid. On the Plans, or in the Specifications, certain quantities may be given which do not appear in the Bid. These quantities are given for the convenience of the Contractor only and are considered **SUBSIDIARY** for payment purposes as given above.

SC-60 MONTHLY ESTIMATES AND PAYMENTS (GC-60)

Modify GC-60, Monthly Estimates and Payments, by adding the following:

- d. The method of measurement and basis of payment for each item as listed in the Bid will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- e. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Bid and all costs pertaining thereto shall be included in the Contract unit prices for related items which are listed in the Bid.
- f. Pay limits given in the Specifications and Plans are maximum. Where actual quantities are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.

- g. All work completed under the Contract will be measured according to the United States Imperial system. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- h. All materials, which are measured or proportioned by weight, shall be weighed on platform scales furnished by the Contractor, or on public scales at the Contractor's expense. The scales shall comply with all state laws governing the use of scales and shall be tested and sealed by an authorized public official, at the expense of the Contractor, as often as the County may deem it necessary to ensure their accuracy. The Contractor shall furnish the County a waybill for each truckload, signed by the weigh master and truck driver.
- i. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the County, in order that corrections for overrun or under run may be made when desired.
- j. The County will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the Bid.
- k. The Contractor shall make an approximate estimate of the value of the Work done and unused materials delivered for, and stored on, the site of the Work during the previous calendar month. The Contractor shall furnish to the County such detailed information as requested to aid them as a guide in the review of the payment application.
- l. The Contractor shall submit payment estimates or certificates of payment to the County.
- m. The County shall retain ten percent (10%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due.

SC-63 FINAL ESTIMATE AND PAYMENT (GC-63)

General Conditions GC-63 is modified by adding the following:

The Contractor shall notify the Engineer when he has completed all work in accordance with the Specifications. Any items found to be incomplete or improperly constructed shall be listed, and the Contractor shall take prompt action to correct such items. Upon completion of all such work, a final inspection will be scheduled to include the Contractor's representative, the County's representative, and the Engineer. Should the Contractor fail to complete the items listed (thereby causing final inspection to be repeated), the cost of engineering or any other costs incurred by the County, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.

SC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES (GC-65)

General Conditions GC-65 is modified by adding the following:

Each Contractor must form their own opinion of the character and condition of materials to be encountered from an inspection of the site and from other such investigations as they may desire to undertake.

The Contractor is solely responsible for determination of existing conditions. All claims for adjustments in contract price or quantity of removals shall be denied.

END OF SECTION

TECHNICAL SPECIFICATIONS

TS-1 GENERAL

The latest editions of the following specifications are incorporated into the Contract Documents by reference:

- Missouri Standard Specifications for Highway Construction, Missouri Highways and Transportation Commission, current edition.
- American Public Works Association (APWA) Kansas City Metropolitan Chapter Standard Specifications, Sections 2000 through 2900.
- Manual on Uniform Traffic Control Devices (MUTCD) current edition.

Technical Specifications for the Work shall consist of the above referenced Specifications with such revisions, amendments, and supplements as are contained herein. The Work shall be constructed in accordance with these Technical Specifications and any attached Plans or drawings.

Any omission found in these Technical Specifications, and/or the appropriate Standard Specification, shall govern the Plans where applicable sections in the Standard Specifications are found.

TS-2 MOBILIZATION

- A. Description: This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of construction offices and other facilities necessary for work on the project, including contractor bonds and insurance, and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.
- B. Basis of Payment: No direct payment will be made for Mobilization and shall be **SUBSIDIARY** to other unit price bid items.

TS-3 DIFFERING SITE CONDITIONS

The following requirement is hereby added to the Contract:

- A. Prior to the beginning or during the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected Work is performed.
- B. Upon written notification the County will investigate the conditions and if they determine that the conditions of the pavement materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment will be made and the Contract modified in writing accordingly. The County will notify the Contractor of their determination whether an adjustment of the Contract is warranted.
- C. No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

TS-4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

- A. The project shall be constructed open to through traffic. All advance-warning signs will be installed and maintained by the Contractor. Vehicular access to the driveways exiting onto the road shall be maintained and facilitated to the best of the Contractor's ability.
- B. Traffic control and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Sections 612, 616, and 1063 of the Missouri Department of Transportation Standard Specifications except as herein modified.

Modify Section 616.4.1 to read as follows:

The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, delineators, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shown on the Plans, or as directed by the County. All traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. The Contractor shall replace any unacceptable device as soon as possible but not to exceed 24 hours after the Contractor had been notified.

The Contractor shall pay for all labor, equipment, and materials to maintain traffic at the worksite. Said traffic control shall be in accordance with Chapter 6C, Temporary Traffic Control Elements (MUTCD 2009 Edition) and may include pilot vehicles and flagmen, radios, signage, etc.

Temporary Markings, if required, shall be in accordance with Section 6F.78 of the 2009 Edition of the MUTCD. The Contractor shall coordinate all paving operations with the County so that the placement of the permanent pavement markings, which will be provided by the County or its agent, can be placed in a timely fashion. Placement of the temporary pavement markings shall be considered **SUBSIDIARY** to the unit price bid for other bid items.

The Contractor shall submit a Traffic Control Plan for approval prior to the issuance of the Notice to Proceed. The plan shall show and explain in detail the Contractor's intent as to handling and maintaining traffic through the construction zones.

- C. Replace Section 616.12, Basis of Payment, with the following:

Signs and other traffic control devices specified in the Traffic Control Plan or authorized by the County will be **SUBSIDIARY** to the unit bid price for other bid items. No separate measurement or payment will be made.

TS-5 SURFACE RECLAMATION

- A. General: This Specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary to reclaim the existing chip seal roadway surface to form a stabilized base. The work shall consist of pulverizing the in-place roadway surface and underlying material, mixing and/or blending the existing materials, spreading it, adding water as necessary, shaping, and compacting the reclaimed base.
- B. Equipment:
 - 1. The reclamation will be achieved by means of a traveling reclaimer or equivalent machine capable of cutting through the existing chip seal surface at depths up to 5-inches with one pass. The machine shall be self-propelled and equipped with an adjustable grading blade thus leaving its path generally smooth for traffic. Equipment such as road planers or cold milling machines,

which are designed to mill or shred bituminous pavement are NOT APPROVED.

2. Compaction of the reclaimed surface will be achieved by means of a shallow-footed sheepsfoot roller or other method approved by the County.
3. A motor grader, or other method approved by the County, will be used to blade the compacted roadway surface to develop a roadway surface that achieves positive runoff to the roadside ditches.
4. A vibratory roller shall be used on the reclaimed surface to develop a smooth, compacted roadway surface ready for the chip seal application. The roller shall have a minimum compacting width of 5-feet. Each roller shall have a minimum gross weight of 15 tons.

C. Construction:

1. The existing road pavement shall be pulverized and mixed to a depth of 5-inches or as directed by the County. The pulverization shall blend the existing chip seal surface and base material into a homogeneous mass.
2. The Contractor shall use the shallow footed sheepsfoot to compact the pulverized material to a density of 90 percent of standard proctor. Water may need to be added to the roadway surface to achieve the required density. At the County's discretion, once an established rolling pattern has been demonstrated to provide the required density, the pattern may be used in lieu of density tests provided no change in the pattern, equipment, and significant change in the material. Density will still be required and subject to testing as deemed necessary by the County.
3. Once the initial rolling is completed and required density achieved, the Contractor shall blade the roadway surface to achieve positive drainage to the roadside ditches.
4. The final stage is to provide a final pass or passes with the vibratory roller to compact and set the new base for the chip seal phase of the project.

D. Traffic Control: The Work shall be constructed on no more than 1/2 of the roadway width at any time to allow for the passage of traffic. Access to properties within the project limits is to be provided as necessary.

E. Measurement: Surface Reclamation (5" Depth) shall not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix A will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:

1. Authorized alterations or corrections to the Plans proved additional work outside the original construction limits of the Contract and will materially affect the final payment quantity.
2. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and the Contractor and County shall agree on the quantity of the error prior to commencing any work on that segment.

- F. Payment: Surface Reclamation will be paid for at the unit price bid for "Surface Reclamation (5" Depth)".

TS-6 CHIP SEAL SURFACING

- A. General: This Specification covers the furnishing of all labor, materials, and equipment necessary for the application of a thin, uniform layer of liquified asphalt and cover aggregate to the surface of the prepared roadway to leave a durable wearing surface. Chip Seal Surfacing shall meet the requirements of Kansas City Metropolitan Chapter of APWA Division II Construction and Material Specifications Section 2200 Paving. The Contractor shall follow Section 2206.5 "Unimproved Street Chip Seal" with the following modifications:
1. Replace Section 2206.5.B with Section 2206.4.B.1 and modified as follows: The asphaltic sealant material applied to the roadway surface shall consist of a rapid-setting emulsified asphalt either an anionic RS-2 meeting the criteria of ASTM D-977, a cationic CRS-2, or a CRS-2P meeting the criteria of ASTM D-2397. These materials may be modified with rubber products in the form of liquid latex, styrene-butidane-rubber, or styrene-butidane-styrene to enhance performance of the material as approved by the County. If a polymer-modified material is used, the emulsified asphalt shall meet the additional specification criteria required by the County.
 2. Modify Section 2206.5.C.1 as follows: Aggregate materials to be used shall be crushed rock, either granite or trap rock. Additionally, the County will allow manufactured Haydite to be used.
 3. Modify the second paragraph of Section 2206.5.D as follows: The emulsified asphalt shall be applied at a rate between 0.28 and 0.35 gallons per square yard. The specific rate for each job will be determined by the Contractor in the field. This rate may be adjusted by the County.
 4. Modify the third paragraph of Section 2206.5.D as follows: Immediately after the application of the asphaltic sealant material the Contractor shall apply a uniform layer of cover aggregate. The application rate shall be set to prevent bleeding of the asphaltic material through the cover aggregate and shall be between 18 and 25 pounds per square yard. The application rate for aggregate materials will be determined by the Contractor in the field. The application rates for all cover aggregate may be adjusted by the County.
 5. Add to Section 2206.5.D the following requirement: A minimum of twenty-four (24) hours after spreading the cover aggregate, the entire surface shall be swept to remove any loose or excess cover aggregate. Thirty (30) days after spreading the cover aggregate, the County will inspect the surface for conformance with specifications and loose aggregate. Multiple sweepings may be required to meet this specification.
- B. Measurement: Chip seal surfacing will not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix A will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:
1. Authorized alterations or corrections to the Plans provide additional work outside the original construction limits of the Contract and will materially affect the final payment quantity.
 2. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and the Contractor and County shall agree on the quantity of the error prior to commencing any work on that segment.

C. Payment: Chip seal will be paid for at the unit price bid for “Chip Seal Surfacing”.

TS-7 Prime COAT

- A. General: This Specification consists of furnishing all labor, materials, and equipment for treating a prepared and graded roadway base with bituminous material in accordance with these Specifications, as shown on the Plans, or as directed by the County.
- B. Asphalt Material: The type and grade of asphalt material to be used as a prime coat shall be MC-30 (or as approved by the County). The rate of application shall be 0.1 to 0.3 gallons per square yard.

Asphalt materials shall be approved by the County prior to use in the Work. The County may accept a certified analysis by the material supplier laboratory when a copy of the certified analysis accompanies each shipment of asphalt to the project. The County reserves the right to perform tests of the asphalt received on the job.

C. Construction:

1. Bituminous material shall be applied to the full width of the roadway section to be primed by means of a pressure distributor in a uniform, continuous spread. The subgrade shall be moistened before the prime coat is applied. The application rate shall be as specified between 0.1 and 0.3 gallons per square yard or as directed by the County. The primer shall be heated at the time of application to a temperature in accordance with the manufacturer's recommendation.
2. Care shall be taken that the application of bituminous material at overlap locations is not in excess of the specified quantity, per square yard. Building paper shall be placed over the end of the previous applications and the joining application shall start on the building paper. Building paper used shall be removed and satisfactorily disposed of. Pools of primer material remaining on the surface after the application shall be removed.
3. When traffic is maintained, not more than one half of the width of the section shall be treated in one application and one-way traffic will be permitted on the untreated portion of the roadbed. As soon as the bituminous material has been absorbed by the surface and will not pick up, traffic shall be routed to the treated portion and the remaining width of the section will be primed.
4. The primer shall be properly cured, and the primed surface shall be cleaned of dirt and surplus sand before the next course is placed.
5. If the asphalt material is not completely cured within the maximum specified curing time, and the chip seal process is delayed to the next day, sufficient sand shall be spread over the surface with a mechanical spreader to blot up the excess asphalt. The rate of application shall be specified or approved by the County. Prior to placing an aggregate paving course, all loose sand shall be swept from the primed surface.

D. Measurement: No measurement for Prime Coat will be made.

E. Payment: Payment shall be **SUBSIDIARY** to the unit bid price for “Chip Seal Surfacing”.

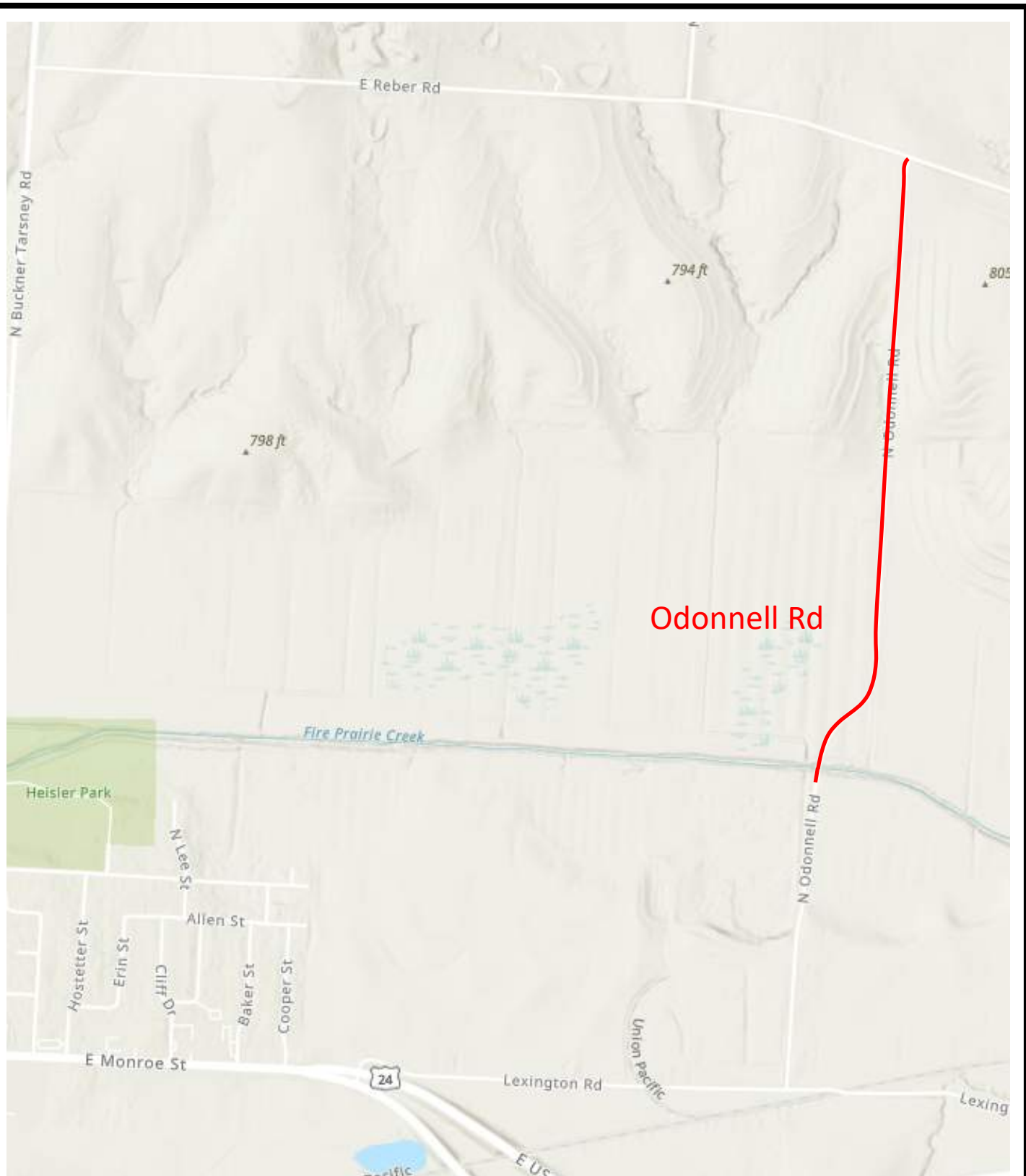
TS-8 FORCE ACCOUNT

- A. The Contractor shall perform other unforeseen work, for which there is no condition included in the Contract, whenever it is deemed necessary or desirable to complete the Work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the County.

- B. Payment for the work performed under this Technical Specification shall be made in accordance with the Proposal unit prices where the requested work is covered by an item listed in the Proposal. If the work is not represented by a unit price listed in the Proposal, payment will be in accordance with the General Conditions paragraph GC-35, "Extra Work".

- C. Force Account for this Project is \$20,000

END OF SECTION



Project Sites:

Odonnell Road (Reber Road to bridge over Fire Prairie Creek and from bridge to 50 FT south)

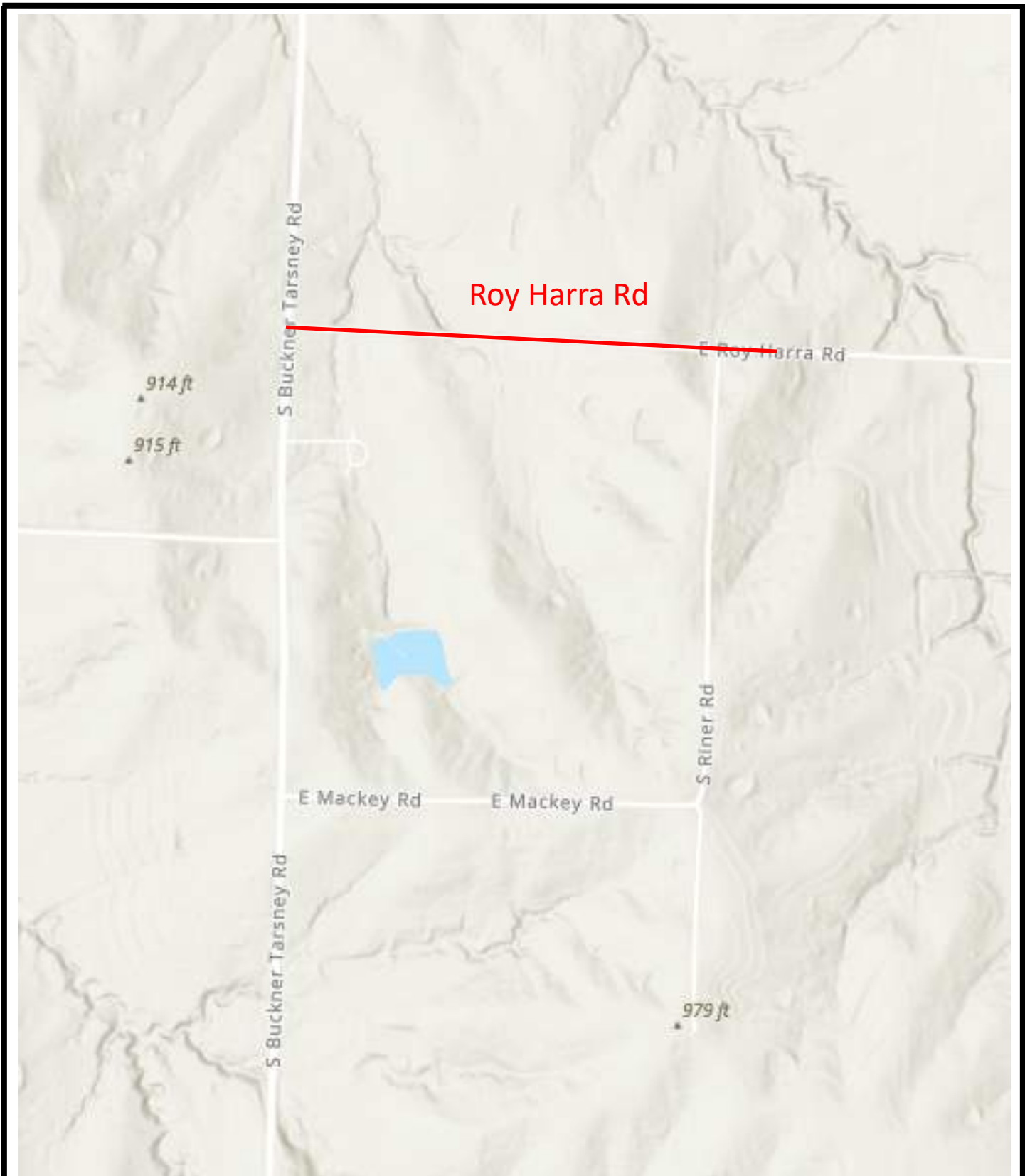
PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	



2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

B1
Appendix



Project Sites:

Roy Harra Road (Buckner Tarsney Road to 3000 ft east)

PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	

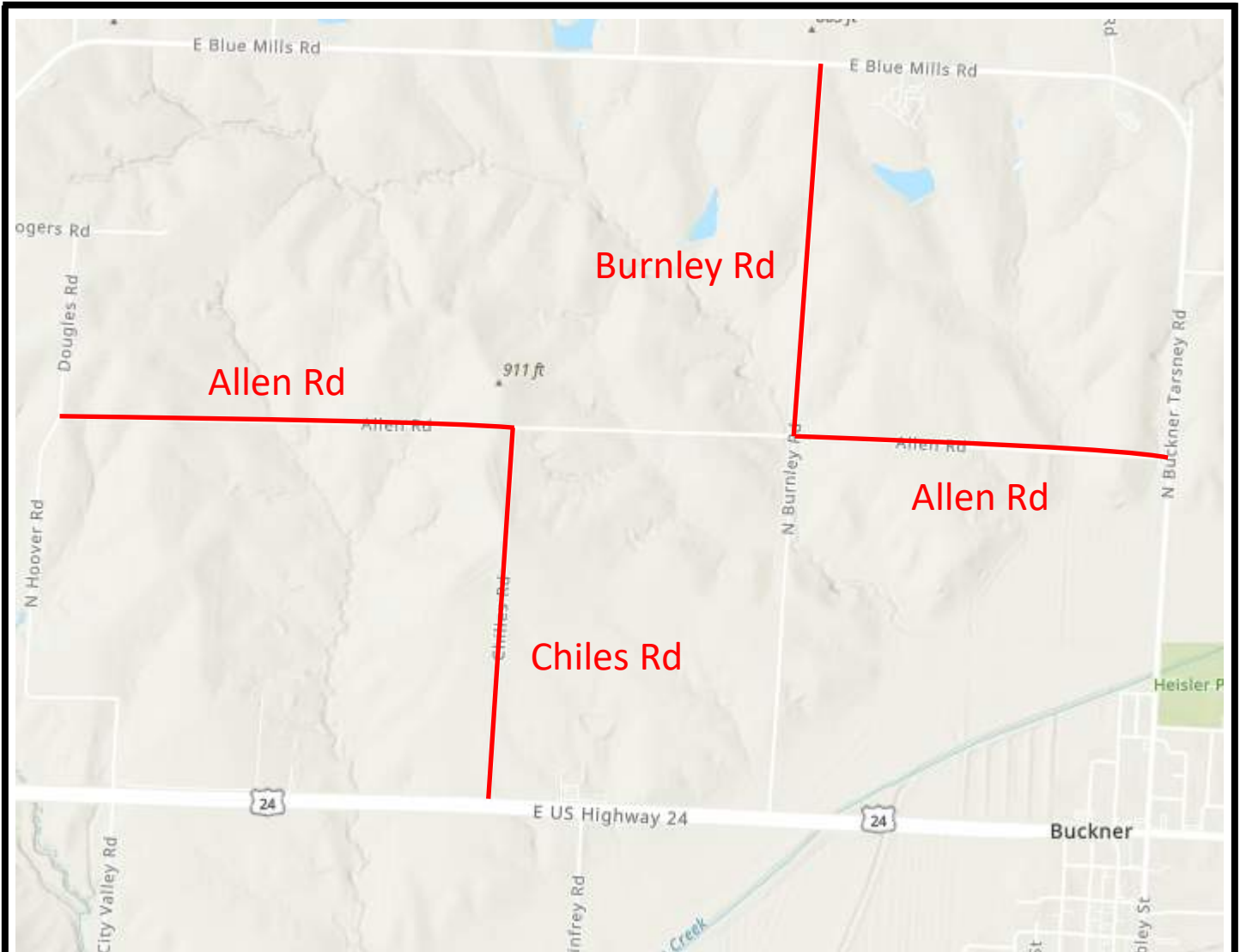


2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

B2

Appendix



Project Sites:

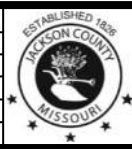
Allen Road (Hoover Road to Chiles Road)

Allen Road (Burnley Road to Buckner Tarsney Road)

Burnley Road (Allen Road to Blue Mills Road)

Chiles Road (24 Highway to Allen Road)

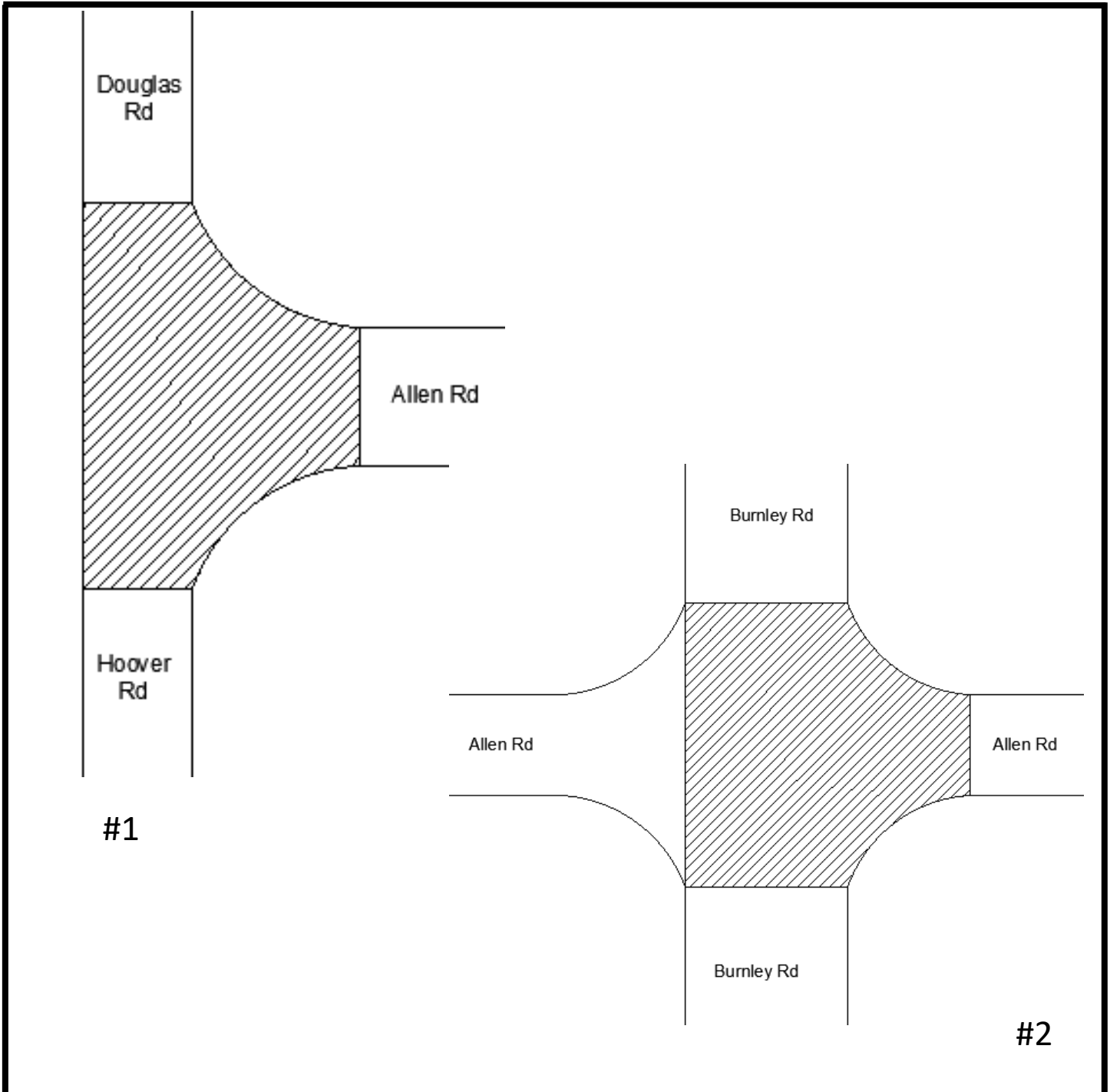
PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	



2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

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Appendix



Intersection Details (Reclamate and Chip Seal hatched areas above):

#1 Allen Road (include intersection with Hoover Rd/Douglas Rd to the radius returns on the north and south side)

#2 Burnley Road and Allen Rd (include intersection with Allen Rd to the radius returns on the south side)

PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	

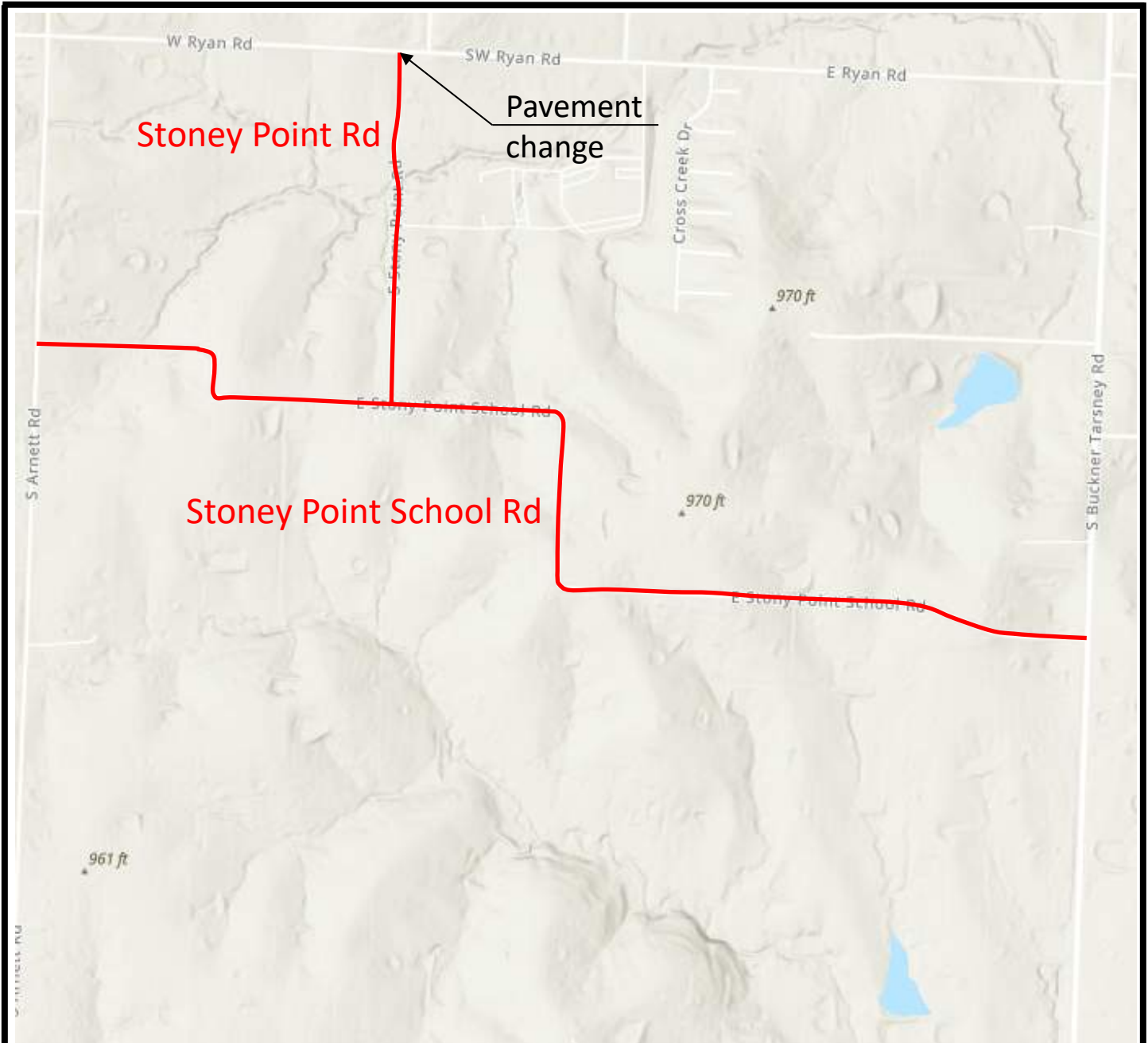


2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

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Appendix



Project Sites:

Stoney Point Road (Stoney Point School Road to Grain Valley City Limits)

Stoney Point School Road (Buckner Tarsney Road to Arnett Road)

PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	



2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

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Appendix



Project Sites:

Miller Road (Casey Road to County Line Road)

PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	

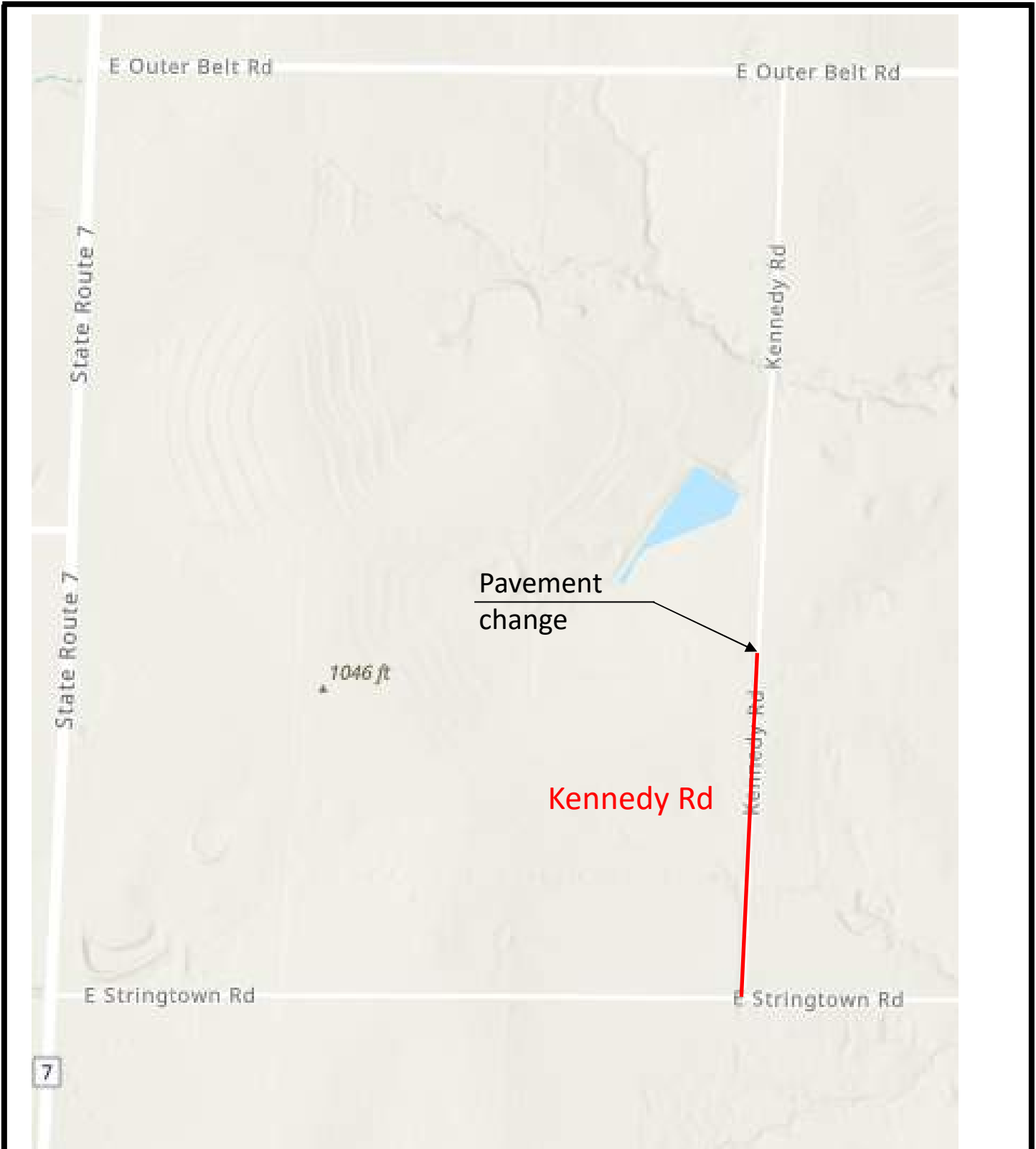


2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

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Appendix



Project Sites:

Kennedy Road (Stringtown Road to Lake Lotawanna City Limits)

PROJECT NUMBER:	3260
DRAWING NAME:	sitemap.pptx
DATE:	October 20, 2021
DESIGNED BY:	Matthew Watson, PE
CHECKED BY:	
APPROVED BY:	



2022 Pavement Maintenance Program – Reclamation and Chip Seal

Project Locations and Maps

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Appendix