



**Jackson County, Missouri
 Department of Public Works
 Engineering Division**

**CONSTRUCTION SERVICES FOR THE EXTERIOR IMPROVEMENTS FOR THE
 JACKSON COUNTY COURTHOUSE FOR THE JACKSON COUNTY, MISSOURI
 PUBLIC WORKS DEPARTMENT**

COUNTY PROJECT NO. 3275 INVITATION TO BID (ITB) No. 23-037

UNOFFICIAL BID SUMMARY

BID OPENING DATE AND TIME: July 5, 2023 2:00 p.m.

NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Base Bid + Alternates to Remain AS OF 8/4/2023	% above Low	
1	Universal Construction Co., Inc.	Kansas City, KS	\$5,585,746.91	0.00%	(DISQUALIFIED, INCOMPLETE BID)
2	Gunter Construction Company	Kansas City, KS	\$5,597,855.00	0.22%	
3	MegaKC Corporation	North Kansas City, MO	\$6,941,473.74	24.27%	
	Architect Estimate by Piper-Wind Architects, Inc.		\$1,698,022.00	-69.60%	

Bid Tabulation for Construction Services for the Exterior Improvements
for the Jackson County Courthouse

Invitation to Bid (ITB) No. 23-037, JCPW PROJECT # 3275

Department of Public Works - Engineering Division

Bid Opening Date and Time: July 5, 2023 at 2:00 p.m.

ALTERNATES DELETED FROM THE PROJECT.
MISSING BID ITEMS DOLLARS, EXTENTION OR MATH ERRORS

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UNOFFICIAL				Order of 1st thru 3rd Low is based on BASE BID + ALTERNATES TO REMAIN.								
				1st Low		2nd Low		3rd Low		Architect Estimate		Avg. Unit Price of 1st, 2nd & 3rd Low Bids Received
This project is funded and Administered by Jackson County, MO.				Universal Construction Co., Inc.		Gunter Construction Company		MegaKC Corporation				
				Kansas City, KS		Kansas City, KS		North Kansas City, MO				
Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	
Bid Items (Design (as directed by County and/or Architect), Supply and Install ALL bid items)												
1	General Conditions	Lump Sum	1	\$ 537,228.28	\$537,228.28	\$ 196,000.00	\$196,000.00	\$ 615,000.00	\$615,000.00	\$ 163,603.00	\$163,603.00	449,409.43
2	Bonds	Lump Sum	1	\$ 39,771.00	\$39,771.00	\$ 48,000.00	\$48,000.00	\$ 32,750.00	\$32,750.00	\$ -	\$0.00	40,173.67
3	Demolition	Lump Sum	1	\$ 100,416.00	\$100,416.00	\$ 160,000.00	\$160,000.00	\$ 165,000.00	\$165,000.00	\$ 53,306.00	\$53,306.00	141,805.33
4	Concrete Reinforcing (For Walls and Ramp Slab on Grade)	Lump Sum	1	\$ 110,268.00	\$110,268.00	\$ 72,000.00	\$72,000.00	\$ 130,000.00	\$130,000.00	\$ -	\$0.00	104,089.33
5	Cast-In-Place Concrete (For Walls and Ramp Slab on Grade)	Lump Sum	1	\$ 340,892.00	\$340,892.00	\$ 450,000.00	\$450,000.00	\$ 395,000.00	\$395,000.00	\$ 199,452.00	\$199,452.00	395,297.33
6	Masonry Cleaning	Lump Sum	1	\$ 35,000.00	\$35,000.00	\$ 99,000.00	\$99,000.00	\$ 80,000.00	\$80,000.00	\$ 3,223.00	\$3,223.00	71,333.33
7	Stone Repointing	Lump Sum	1	\$ 25,000.00	\$25,000.00	\$ 177,000.00	\$177,000.00	\$ 20,000.00	\$20,000.00	\$ -	\$0.00	74,000.00
8	Cast Stone Masonry	Lump Sum	1	\$ 54,000.00	\$54,000.00	\$ 71,000.00	\$71,000.00	\$ 70,000.00	\$70,000.00	\$ 22,298.00	\$22,298.00	65,000.00
9	Metal Fabrications	Lump Sum	1	\$ 5,271.00	\$5,271.00	\$ 2,000.00	\$2,000.00	\$ 75,000.00	\$75,000.00	\$ 850.00	\$850.00	27,423.67
10	Pipe and Tube Railings	Lump Sum	1	\$ -	\$0.00	\$ 22,000.00	\$22,000.00	\$ 180,000.00	\$180,000.00	\$ 30,616.00	\$30,616.00	67,333.33
11	Decorative Metal Railings	Lump Sum	1	\$ 272,725.00	\$272,725.00	\$ 315,000.00	\$315,000.00	\$ 190,000.00	\$190,000.00	\$ 30,224.00	\$30,224.00	259,241.67
12	Bituminous Dampproofing	Lump Sum	1	\$ 14,038.00	\$14,038.00	\$ 14,000.00	\$14,000.00	\$ 14,000.00	\$14,000.00	\$ 7,594.00	\$7,594.00	14,012.67
13	Water Repellents	Lump Sum	1	\$ 42,918.00	\$42,918.00	\$ 32,000.00	\$32,000.00	\$ 26,000.00	\$26,000.00	\$ -	\$0.00	33,639.33
14	Joint Sealants	Lump Sum	1	\$ 42,007.00	\$42,007.00	\$ 68,000.00	\$68,000.00	\$ 95,000.00	\$95,000.00	\$ -	\$0.00	68,335.67
15	Balanced Door Entrances and Hardware	Lump Sum	1	\$ 414,075.00	\$414,075.00	\$ 673,000.00	\$673,000.00	\$ 510,376.80	\$510,376.80	\$ 228,352.00	\$228,352.00	532,483.93
16	Door Hardware	Lump Sum	1	\$ 207,037.50	\$207,037.50	\$ 77,000.00	\$77,000.00	\$ 246,901.45	\$246,901.45	\$ 26,050.00	\$26,050.00	176,979.65
17	Glazing	Lump Sum	1	\$ 76,312.50	\$76,312.50	\$ 23,000.00	\$23,000.00	\$ 90,820.87	\$90,820.87	\$ -	\$0.00	63,377.79
18	Exterior Painting	Lump Sum	1	\$ 45,060.00	\$45,060.00	\$ 52,000.00	\$52,000.00	\$ 35,000.00	\$35,000.00	\$ 8,670.00	\$8,670.00	44,020.00
19	Interior Painting	Lump Sum	1	\$ 10,480.00	\$10,480.00	\$ 6,000.00	\$6,000.00	\$ 1,500.00	\$1,500.00	\$ 8,670.00	\$8,670.00	5,993.33
20	Staining and Transparent Finishing	Lump Sum	1	\$ 2,400.00	\$2,400.00	\$ 9,000.00	\$9,000.00	\$ 35,000.00	\$35,000.00	\$ -	\$0.00	15,466.67

Bid Tabulation for Construction Services for the Exterior Improvements
for the Jackson County Courthouse

Invitation to Bid (ITB) No. 23-037, JCPW PROJECT # 3275

Department of Public Works - Engineering Division

Bid Opening Date and Time: July 5, 2023 at 2:00 p.m.

**ALTERNATES DELETED FROM THE PROJECT.
MISSING BID ITEMS DOLLARS, EXTENTION OR MATH ERRORS**

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UNOFFICIAL				Order of 1st thru 3rd Low is based on BASE BID + ALTERNATES TO REMAIN.								
				1st Low		2nd Low		3rd Low		Architect Estimate		Avg. Unit Price of 1st, 2nd & 3rd Low Bids Received
This project is funded and Administered by Jackson County, MO.				Universal Construction Co., Inc.		Gunter Construction Company		MegaKC Corporation				
				Kansas City, KS		Kansas City, KS		North Kansas City, MO				
Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	
21	Post and Panel Signage	Lump Sum	1	\$ 8,953.19	\$8,953.19	\$ 13,000.00	\$13,000.00	\$ 65,000.00	\$65,000.00	\$ 900.00	\$900.00	28,984.40
22	Site Furnishing Accessories	Lump Sum	1	\$ 28,500.00	\$28,500.00	\$ 35,000.00	\$35,000.00	\$ 45,000.00	\$45,000.00	\$ -	\$0.00	36,166.67
23	HVAC Mechanical, Sleeves and Sleeve Seals, Meters and Gauges, Ball Valves, Hangers and Support, and Identifications	Lump Sum	1	\$ 56,200.00	\$56,200.00	\$ 144,000.00	\$144,000.00	\$ 69,300.00	\$69,300.00	\$ 113,948.00	\$113,948.00	89,833.33
24	HVAC Piping Insulation	Lump Sum	1	\$ 22,270.00	\$22,270.00	\$ 41,000.00	\$41,000.00	\$ 27,500.00	\$27,500.00	\$ -	\$0.00	30,256.67
25	Hydronic Piping	Lump Sum	1	\$ 54,000.00	\$54,000.00	\$ 138,000.00	\$138,000.00	\$ 66,800.00	\$66,800.00	\$ -	\$0.00	86,266.67
26	Steam and Condensate Heating Piping	Lump Sum	1	\$ 50,162.00	\$50,162.00	\$ 65,000.00	\$65,000.00	\$ 62,000.00	\$62,000.00	\$ -	\$0.00	59,054.00
27	Steam and Condensate Piping Specialties	Lump Sum	1	\$ 18,000.00	\$18,000.00	\$ 13,000.00	\$13,000.00	\$ 22,300.00	\$22,300.00	\$ -	\$0.00	17,766.67
28	Heat Exchangers for HVAC	Lump Sum	1	\$ 38,000.00	\$38,000.00	\$ 10,000.00	\$10,000.00	\$ 47,000.00	\$47,000.00	\$ -	\$0.00	31,666.67
29	Hydronic Snow Melt System	Lump Sum	1	\$ 136,065.00	\$136,065.00	\$ 90,000.00	\$90,000.00	\$ 168,300.00	\$168,300.00	\$ -	\$0.00	131,455.00
30	Basic Electrical Requirements, Materials, and Methods	Lump Sum	1	\$ 2,370.00	\$2,370.00	\$ 168,000.00	\$168,000.00	\$ 3,000.00	\$3,000.00	\$ 74,470.00	\$74,470.00	57,790.00
31	Low-Voltage Electrical Power Conductors and Cables	Lump Sum	1	\$ 7,230.00	\$7,230.00	\$ 24,000.00	\$24,000.00	\$ 9,400.00	\$9,400.00	\$ -	\$0.00	13,543.33
32	Electrical Grounding and Bonding, Hangers and Supports, Conduits, Boxes and Covers, Sleeves and Sleeve seals for raceways and cabling, Identifications	Lump Sum	1	\$ 128,175.00	\$128,175.00	\$ 4,000.00	\$4,000.00	\$ 163,000.00	\$163,000.00	\$ -	\$0.00	98,391.67
33	Earthwork	Lump Sum	1	\$ 187,740.00	\$187,740.00	\$ 22,000.00	\$22,000.00	\$ 145,000.00	\$145,000.00	\$ 29,576.00	\$29,576.00	118,246.67
34	Subgrade Preparation	Lump Sum	1	\$ 15,000.00	\$15,000.00	\$ 21,000.00	\$21,000.00	\$ 10,000.00	\$10,000.00	\$ -	\$0.00	15,333.33
35	Aggregate Base	Lump Sum	1	\$ 55,000.00	\$55,000.00	\$ 13,000.00	\$13,000.00	\$ 28,000.00	\$28,000.00	\$ -	\$0.00	32,000.00
36	Concrete Paving (For North Plaza and Upper Terrace Slab on Grade)	Lump Sum	1	\$ 367,432.00	\$367,432.00	\$ 258,000.00	\$258,000.00	\$ 235,000.00	\$235,000.00	\$ 86,818.00	\$86,818.00	286,810.67
37	Unit Paving	Lump Sum	1	\$ 275,000.00	\$275,000.00	\$ 195,000.00	\$195,000.00	\$ 235,000.00	\$235,000.00	\$ 12,499.00	\$12,499.00	235,000.00
38	Landscape Irrigation System	Lump Sum	1	\$ 41,300.00	\$41,300.00	\$ 68,000.00	\$68,000.00	\$ 40,000.00	\$40,000.00	\$ 9,771.00	\$9,771.00	49,766.67
39	Turfgrass Sod	Lump Sum	1	\$ 1,500.00	\$1,500.00	\$ 8,000.00	\$8,000.00	\$ 7,000.00	\$7,000.00	\$ 2,239.00	\$2,239.00	5,500.00

Bid Tabulation for Construction Services for the Exterior Improvements
for the Jackson County Courthouse

Invitation to Bid (ITB) No. 23-037, JCPW PROJECT # 3275

Department of Public Works - Engineering Division

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Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	
40	Landscape Plant Materials	Lump Sum	1	\$ 35,000.00	\$35,000.00	\$ 36,000.00	\$36,000.00	\$ 32,000.00	\$32,000.00	\$ 58,366.00	\$58,366.00	34,333.33
41	Storm Sewers	Lump Sum	1	\$ 104,040.00	\$104,040.00	\$ 146,000.00	\$146,000.00	\$ 155,000.00	\$155,000.00	\$ 28,328.00	\$28,328.00	135,013.33
42	Temporary 6ft Tall Site Location Fencing Panels	Lump Sum	1	\$ 6,211.00	\$6,211.00	\$8,000.00	\$8,000.00	\$16,000.00	\$16,000.00	\$ -	\$0.00	10,070.33
43	Temporary Erosion Control	Lump Sum	1	\$ 8,500.00	\$8,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$ -	\$0.00	5,166.67
44	Allowance: Hazardous Material Abatement	Lump Sum	1	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ -	\$0.00	5,000.00
45	Allowance: Replace existing wiring w/itin conduit for the two north and two west pylon light fixtures.	Lump Sum	1	\$ 3,500.00	\$3,500.00	\$ 3,500.00	\$3,500.00	\$ 3,500.00	\$3,500.00	\$ -	\$0.00	3,500.00
	Subtotal Base Bid =				\$ 4,030,047.47		\$ 4,098,500.00		\$ 4,670,449.12		\$ 1,199,823.00	
46	Alternate 1a: Cost to change from Base Bid to provide cast stone cladding at all exposed faces of new accessible ramp and planter walls as shown on the drawings.	Lump Sum	1	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 81,060.00	\$81,060.00	0.00
47	Alternate 1b: Cost to change from Base Bid to provide Indiana Buff Limestone cladding at all exposed faces of new accessible ramp and planter walls.	Lump Sum	1	\$ 272,225.39	\$272,225.39	\$ 340,000.00	\$340,000.00	\$ 253,000.00	\$253,000.00	\$ 104,662.00	\$104,662.00	288,408.46
48	Alternate 2a: Cost to change from Base Bid to provide dolomite stone pavers at north upper terrace and steps as shown on the drawings.	Lump Sum	1	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 81,873.00	\$81,873.00	0.00
49	Alternate 2b: Cost to change from Base Bid to install new limestone pavers at north upper terrace and stairs to match existing.	Lump Sum	1	\$ 403,958.50	\$403,958.50	\$ 300,700.00	\$300,700.00	\$ 847,000.00	\$847,000.00	\$ 28,528.00	\$28,528.00	517,219.50
50	Alternate 3a: Cost to change from Base Bid to provide Bomanite integral color admixture to concrete paving at north plaza, with two colors ("Sand and Coquina") as indicated on drawings and in specifications.	Lump Sum	1	\$ -	\$0.00	\$ 146,500.00	\$146,500.00	\$ 174,000.00	\$174,000.00	\$ -	\$0.00	106,833.33

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51	Alternate 3b: Cost to change from Base Bid to provide uncolored concrete at north plaza.	Lump Sum	1	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ (26,949.00)	-\$26,949.00	0.00
52	Alternate 4: Cost to change from Base Bid to provide a subslab snow melt heating system at the north plaza, extending from the base of main steps and ramp out to the existing 12th St sidewalk as shown on the drawing.	Lump Sum	1	\$ 125,336.63	\$125,336.63	\$ 107,000.00	\$107,000.00	\$ 188,000.00	\$188,000.00	\$ 65,494.00	\$65,494.00	140,112.21
53	Alternate 5: Cost to change from Base Bid to provide Stone restoration and cleaning.	Lump Sum	1	\$ 218,978.93	\$218,978.93	\$ 36,000.00	\$36,000.00	\$ 46,800.00	\$46,800.00	\$ 82,768.00	\$82,768.00	100,592.98
54	Alternate 6: Cost to change from Base Bid to provide exterior bronze metal restoration, cleaning and clear coat finish.	Lump Sum	1	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ 3,688.00	\$3,688.00	0.00
55	Alternate 7: Cost to change from Base Bid to provide north façade lighting.	Lump Sum	1	\$ 34,097.32	\$34,097.32	\$ 33,300.00	\$33,300.00	\$ 45,000.00	\$45,000.00	\$ 9,008.00	\$9,008.00	37,465.77
56	Alternate 8: Cost to change from Base Bid to provide south façade lighting.	Lump Sum	1	\$ 20,186.40	\$20,186.40	\$ 19,700.00	\$19,700.00	\$ 26,700.00	\$26,700.00	\$ 9,497.00	\$9,497.00	22,195.47
57	Alternate 9a: Cost to change from Base Bid Basis-of-Design for entry doors at north, west and east building entrances, to provide CR Laurence Balancer series bronze anodized aluminum doors.	Lump Sum	1	\$ (247,659.41)	-\$247,659.41	\$ (214,000.00)	-\$214,000.00	\$ (214,885.00)	-\$214,885.00	\$ (179,448.00)	-\$179,448.00	(225,514.80)

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58	Alternate 9b: Cost to change from Base Bid Basis-of-Design for entry doors at north, west and east building entrances, to provide Stiles Custom Metal, Inc. Authentic Bronze Doors.	Lump Sum	1	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,537.00	\$16,537.00	0.00
59	Alternate 9c: Cost to change from Base Bid Basis-of-Design for entry doors at north, west and east building entrances, to provide Stiles Custom Metal, Inc. Commercial Series 600 true stile entrance doors.	Lump Sum	1	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
60	Force Account ((Above Base Bid Items + Allowances + Alternate 1 thru Alternate 9c) x 15%)	Lump Sum	1	\$ 728,575.68	\$728,575.68	\$ 730,155.00	\$730,155.00	\$ 905,409.62	\$905,409.62	\$ 221,481.15	\$221,481.15	788,046.77
Total Amount Bid for Project =					\$5,585,746.91	\$5,597,855.00	\$6,941,473.74	\$1,698,022.15				

Received BASE Bid + Alternates to Remain + Force Accounts Totals as of 8-4-2023	\$ 5,585,746.91	\$ 5,597,855.00	\$ 6,941,473.74	
Math or Extension Error Total Amount	\$0.00	\$0.00	\$0.00	
Extension error line (s) (Item No. Above) ??	Did not input unit price on Items 10, 50, 58, and 59. Multiplication error on item 60. SINCE DID NOT FILL OUT BID ITEMS 10 AND 50 DOLLARS, BIDDER IS DISQUALIFIED, INCOMPLETE BID	Did not input unit price on Items 58, and 59. Multiplication error on item 60. NEW 1ST LOW BIDDER.	Did not input unit price on Items 58, and 59. Multiplication error on item 60.	

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.

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1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids from qualified Bidders for the **Construction Services for the Exterior Improvements for the Jackson County Courthouse** for the Jackson County, Missouri Public Works Department.
- 1.2 This is Jackson County, Missouri Invitation to Bid No. 23037.
- 1.3 The Response Deadline is 2:00 PM, CDT on June 20, 2023.
- 1.4 Submission of Bids—Bids must be submitted online through the Bonfire Portal at <https://jacksongov.bonfirehub.com>. Bids submitted by any other method will not be accepted.
- 1.5 Term of Contract—This will be a one-time project.
- 1.6 Point of Contact—The Point of Contact for this Invitation to Bid is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.7 Project Location—Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106.
- 1.8 Project Completion—All construction renovations for this Project must be installed within One Hundred Ninety (190) Working Days.
- 1.9 This project will be inspected and managed by the Jackson County, Missouri Department of Public Works.
- 1.10 Contacts for the Public Works Department will be furnished upon award of project.
- 1.11 This will be Jackson County Public Works Project No. 3275.

2.0 QUESTION PROCEDURE

- 2.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity □ & A within the Invitation to Bid.
- 2.2 All questions must be received on the Bonfire Portal by 5:00 PM, CDT on June 13, 2023. All questions will be answered on the Opportunity □ & A within the Invitation to Bid or via Addenda.
- 2.3 There will not be any formal notification of Addenda, it is the Bidder's responsibility to check the Bonfire Portal for Addenda.
- 2.4 Bidders and their agents (including subcontractors, associates, consultants, or their agents) **may not contact any other County associates, staff or elected officials** regarding the matters covered by this Invitation to Bid during the solicitation and evaluation of bids.
- 2.5 Inappropriate contacts are grounds for **REJECTION** of your bid.

3.0 BID REQUIREMENTS

- 3.1 Pre-Bid Site Meeting—
 - 3.1.1 Pre-Bid Meeting will be held on June 6, 2023 at 2:00 PM, CDT at the JCCH Division 60 Courtroom on the 4th Floor of the Jackson County Courthouse at 415 E 12th St, Kansas City, Missouri. If unable to attend the Pre-Bid Meeting, the Courthouse will be available for an additional walk-through.
 - 3.1.2 The additional walk through will take place on June 7, 2023 from 8 AM to 12 PM. Please call Rick Gerla, Jackson County Facility Administrator, at 816217

- 9310 mobile or email at rgerla@jacksongov.org to schedule an appointment. Attendees of the additional walkthrough will meet on the West side of the building Ground Floor on the Oak Street side of the Jackson County Courthouse.
- 3.2 If Bidder is not located in the Greater Kansas City Metropolitan Area, Bidder MUST provide detailed information with their bid on how the Specifications of this Invitation to Bid will be performed. Jackson County, Missouri reserves the right to determine if Bidder's plan is acceptable. This information can be on Bidder's letterhead and uploaded with your bid documents.
- 3.3 State Sales Tax Exemption Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri and will issue to the Successful Bidder and their subcontractors an exempt certificate. Bidders are instructed not to include sales tax in their prices.
- 3.4 Bid Bond Required
- 3.4.1 Bid Bond in the amount of five percent (5%) of the total bid amount must be turned in to the Purchasing Department, Jackson County, Missouri Courthouse, 415 East 12th Street, Ground Floor, Room G1, Kansas City, Missouri 64106 before the Response Deadline for this Invitation to Bid. **Bid Bond can also be uploaded with your bid documents, but the hard copy must be delivered to the Purchasing Department within five (5) business days after Response Deadline.**
- 3.4.2 Bid Bond must be from 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.
- 3.4.3 Failure to provide a Bid Bond before the Response Deadline of this Invitation to Bid will lead to the **REJECTION OF YOUR BID.**
- 3.5 Time of Completion **The time of completion is of the essence on this project** and it will be necessary for the Bidder to provide to the County proof their ability to complete the project by the deadline set in Item No. 1.6 in Section 1.0 Introduction. Information detailing how Bidder will meet this deadline must be submitted with your bid. Attention is directed to Public Works General Conditions, Section 48 EXTENSION OF TIME and Section 49 UNLIMITE DATED DAMAGES and Special Conditions, Section 48 EXTENSION OF TIME and Section 49 UNLIMITE DATED DAMAGES, relative to delays, extensions of time and liquidated damages. Time of Completion information can be on Bidder's letterhead and uploaded with your bid documents.
- 3.6 An Evaluation Committee made up of Jackson County personnel will evaluate the bids and make recommendations. Jackson County shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.
- 3.7 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law
- 3.7.1 Bidder's entire submission
- 3.7.2 Bidder's pricing
- 3.7.3 Bidder's proposed method of performance, including schedule or timeline and/or deliverables
- 3.7.4 Bidder's experience information, including customer lists or references
- 3.7.5 Bidder's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest. Bidder shall submit a detailed explanation to support any claim of proprietary, scientific, or technological innovation in a product specification.

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 included as attachments within Ten 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 Respondent shall be required to submit a Maintenance Bond on the work being performed for a **Two-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. Contractor shall submit a Maintenance Bond to Jackson County Public Works (JCPW) upon the Final Acceptance by the County.
- 4.4 Project Exemption Certificate□Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon the request of the Successful Bidder, 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 of the Jackson County Code□The Jackson County Code for Minority, Women and Veterans Business Utilization will be required on this Invitation to Bid. The MBE/WBE/BE Participation Affidavit, included with the Purchasing Forms as an attachment to this Invitation to Bid, must be completed and uploaded with your bid. **If goals are set by the Compliance Review Office, they are required not suggested. Failure to comply with goals set will result in the REJECTION of your bid.**
- 4.6 Licenses and Permits□The Successful Bidder must provide a copy of a current Missouri State Business License to the Purchasing Department within ten business days of Notification of Award. The Successful Bidder must provide upon written request, evidence of current required Federal, State, Local or Occupational Licenses.
- 4.7 W9 Form□The Successful Bidder must provide a completed W9 Form.

5.0 SPECIFICATIONS

- 5.1 The detailed specifications for this project are contained in the Project Manuals from the Piper/Wind Architects, Inc. which is an Attachment to this Invitation to Bid.
- 5.2 If the work is delayed by reason of fire, casualty, inclement weather, changes ordered in the work, labor disputes, epidemic, pandemic, government order or embargos, material or equipment delays, shortages or unavailability, supply chain disruptions or delays or any

other cause beyond the Successful Bidders and the Owner's agreed upon reasonable control, Owner shall grant an extension of time for completion of work commensurate with the period of such delay.

- 5.3 Substitutions—Prior to the Question Deadline state in Section 2.0, Item 2.2 above should a bidder wish to request substitutions in the brands or products included in the Project Manual, Technical Specifications or Drawings—a written request using the Substitution Request form in the Public Works Forms Attachment submitted through the Bonfire Portal. After a review by the Project Manager or Architect, items approved will be on an Addendum to this Invitation to Bid and attached through the Bonfire Portal.
- 5.4 Warranty—All product warranty and maintenance and maintenance information is to be included in a folder and turned over to the County on or before the date of the installation.
- 5.5 The Bidder (General Contractor, only) shall fill out ALL the Unit Prices and Total Prices within the Bid Forms.
- 5.6 The Bidder shall honor ALL their Bid prices.
- 5.7 The Successful Bidder shall provide AS-Built plans and Operation and Maintenance manuals to the County prior to the completion of the project.
- 5.8 The County shall retain five percent (5%) of each partial payment until completion and acceptance of the work by the Bidder and final payment is due.
- 5.9 The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
- 5.10 15% Non-Contractual Contingency—The Successful Bidder shall perform other unforeseen work as Contingency Force Account, for which there is no condition included in the contract, whenever it is necessary in contract allowance allocations, if applicable. Payment for these items shall be made in accordance with bid unit prices where the requested work is covered by an item listed in the bid. If the work is not represented by a unit price listed in the bid, payment will be in accordance with the Jackson County, Missouri Public Works General Conditions, specifically GC-35 Extra Work.

6.0 ATTACHMENTS: The following items are attached to this Invitation to Bid on Bonfire—

- 6.1 Architects Plans from Piper/Wind Architects Attachment A
- 6.2 Project Manual from Piper/Wind Architects Attachment B
- 6.3 Pricing/Quotation Sheet (to be submitted with bid) Attachment C
- 6.4 Purchasing Information Attachment D
- 6.5 Purchasing Forms (to be submitted with bid) Attachment E
- 6.6 Public Works General & Special Conditions and Technical Specs Attachment F
- 6.7 Public Works Forms (to be submitted with bid) Attachment G
- 6.8 Registered Truck Driver Ordinance Attachment H
- 6.9 Contractor License Requirements Attachment I
- 6.10 Limited Lead/Lead-Free Paint Testing Letter Attachment J
- 6.11 Contract Staff Access Rules Attachment K

7.0 REQUIRED SUBMITTALS WITH YOUR BID

- 7.1 Pricing/Quote Sheet
- 7.2 Purchasing Forms

- 7.3 Public Works Forms
- 7.4 Description of Bidder's Background
- 7.5 Bidders References
- 7.6 Brief background on Bidder's personnel that will be working on this project
- 7.7 Proof of Financial Responsibility If Bidder needs to submit **Confidential and/or Proprietary** information, it should be clearly labeled "Confidential and Proprietary". The County will take all reasonable efforts to ensure the confidentiality of the documents and will return these documents as quickly as possible if the Bidder is unsuccessful. If the Bidder is successful the County will keep the documents until the contract is complete and then return them to the Successful Bidder.
- 7.8 If not located in the Greater Kansas City Metropolitan Area, submit a plan on how Bidder proposes to complete the work. Jackson County, Missouri reserves the right to determine if plan is acceptable. This can be detailed on your letterhead and uploaded with your bid.

8.0 PURCHASING INFORMATION, INCLUDED AS SEPARATE ATTACHMENT:

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

9.0 PURCHASING FORMS, INCLUDED AS A SEPARATE ATTACHMENT, TO BE DOWNLOADED, FILLED OUT AND SUBMITTED WITH YOUR BID:

Affidavit
Acknowledgement of Addenda
Exceptions
MBE/WBE/DBE Participation Affidavit
Excel Spreadsheet Bid Form

10.0 PUBLIC WORKS INFORMATION

- 10.1 **Below are the attachments for this Invitation to Bid:**
 - 10.1.1 Architects Plans from Piper/Wind Architects, Inc.
 - 10.1.2 Project Manual from Piper/Wind Architects, Inc.
 - 10.1.3 Registered Truck Driver Ordinance
 - 10.1.4 JCCH Access Rules and Regulations
 - 10.1.5 Limited Lead/Lead-Based Paint Testing Letter
 - 10.1.6 JCPW Contractor License Required
- 10.2 **Proposed Work** The Bidder shall furnish all materials, equipment, tools and labor required for the Exterior Improvements of the Jackson County Courthouse. Work items include some ADA compliant items, structural concrete retaining walls, concrete paving North Plaza and Upper Terrace Slab areas, ADA Ramps and sidewalks, Landscape work, Doors improvements, Stairs modifications, stormwater systems, snow melt system at North Plaza area, associated mechanical, electrical and plumbing including all other incidental work in the most substantial and professional manner, and do everything required by the Contract Documents and plans as defined herein.

- 10.3 **Period of Performance: Time of the essence to the County on this project. The Completion Time will be One Hundred Ninety (190) Working Days excluding County holidays from the time the Notice to Proceed is issued to the Substantial Completion date. Once the Substantial Completion work items are completed, the Final Punch List(s) of the construction improvements work items from the Bidder will be required by JCPW, Acceptance Completion of the Final Punch List(s) per County's approval, and the Certificate of Occupancy will be issued by the County. The Bidder will provide the above dates per construction schedule to the County for review and approval prior to Notice to Proceed.** If the Successful Bidder does not meet this deadline, then Liquidated Damages will be assessed in accordance with Special Conditions for JCPW Construction, Pages 49 through 79 SC49 L DATED DAMAGES.
- 10.4 **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.
- 10.5 **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 SC49 herein.
- 10.6 **Safety Training** Contractors and subcontractors 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.
- 10.7 **OSHA Ten Hour Training Requirement:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractors 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 subcontractors 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.

10.8 **Project Award:** This project will be awarded to the lowest, responsive, responsible Bidder.

11.0 PUBLIC WORKS FORMS, INCLUDED AS A SEPARATE ATTACHEMENT, TO BE DOWNLOADED, FILLED OUT AND SUBMITTED WITH YOUR BID:

Equipment Questionnaire
List of Contacts on Hand
Annual Worker Eligibility Verification Affidavit
List of Intended Subcontractors
OSHA Ten Hour Trainee Affidavit
Sample Contract Agreement

PUBLIC WORKS 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, General Conditions, Special Conditions, Technical 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 Plans and Technical Specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the Owner 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. "Owner" 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 this Contract for the performance of the work covered thereby, and its, or 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, technical inspector, or inspectors duly authorized by the Owner 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 Owner 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 Owner, when and as approved by the Engineer-Architect and
 - (3) All drawings submitted by the Owner 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 Owner 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 Owner 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-4 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

GC-5 TITLES AND SUBHEADINGS

The titles or subheadings used in this Contract and on the Plans and drawings and in the technical 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 (5) 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 Owner; two (2) of the copies so signed shall be delivered to the Contractor—one (1) for their surety company and one (1) to the Engineer-Architect. Two (2) copies shall remain with the Owner.

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

The said Technical Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of technical 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 technical 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, Technical 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 requirement 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 they 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 technical 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 Owner, 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

Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless required by the Owner. 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 technical specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material Or equipment shown nor shall such 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 technical 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, technical 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 technical specifications require that the Engineer-Architect perform staking, the Contractor shall furnish without charge, competent personnel 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 they wish 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, bench marks, 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 Missouri licensed 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 Owner.

GC-18 LEGAL ADDRESS OF CONTRACTOR

Both the business address of the Contractor given in the bid or proposal 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 Owner. 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 Owner or the Owner'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 Owner or the property of the Owner, to other contractors or other employees of the Owner, 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-21 PATENTS

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and they shall be liable for any damage or claims for patent infringements. The Contractor shall at their own cost and expense defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the owner in the design of the work to be done under this Contract or by the Technical Specifications therefor.

GC-22 INDEPENDENT CONTRACTOR

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

GC-23 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workmen who may be employed by the Owner, 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 workmen. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the owner



at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen of the Owner, 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 Owner 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 men, 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-24 DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or their subcontractors, or their or their employees or agents, the Contractor shall indemnify and save harmless the Owner, and officers and agents of the Owner, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

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 Owner, 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 Owner, 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 Owner 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 they 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 Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer-Architect) such architects, engineers and inspectors as the Owner 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 technical 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 Technical Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate 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 Owner 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 Owner so decides, to terminate the Contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and technical 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 Owner, 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, accounts, 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 Contractor's 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 Owner or any of the owner's officials, employees, or agents, nor any order by the owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer-Architect, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, 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 personnel 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 Owner 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-33 INSURANCE

The Contractor shall procure and maintain in effect throughout this duration of the Contract insurance coverage not less than the types and amounts specified in this section. If the nature of the goods and/or services provided by the Contractor is such that they may be excluded from the coverage listed below, an addendum shall be made to the Contract requesting the coverage and limits required.

All subcontractors are required to carry the same coverage and limits as the prime contractor. All required Liability policies are to be written on an "occurrence" basis unless an agreement, in writing, has been made with Jackson County.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a per project basis where more than one project is to be performed by the Contractor under this



Contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premise, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this Contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the Contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

Workers Compensation	Statutory
Employers Liability	\$500,000 each accident
	\$500,000 Disease – each employee
	\$500,000 Disease – Policy Limit

EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverage listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide Jackson County Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing for review and approval before commencement of work. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, ten (10) days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the Contract, Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within thirty (30) days prior to the expiration date of coverage. The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverage.

QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A.M. Best's rating of "B+ V" or better or Lloyds of London, and are licensed and approved by the State to do business in Missouri.

FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve the Contractor of any contractual obligation of responsibility. In the event of the Contractor's failure to maintain the required insurance, Jackson County may order work to stop immediately and, upon 10 days written notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.



GC-34 MODIFICATIONS AND ALTERATIONS

In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner 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 Owner 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 Owner or by the Owner 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 Owner to be performed by the Contractor to accomplish any change or alterations in, or addition to, the work shown by the Plans, or required or reasonably implied by the technical specifications, which is not covered by the proposal 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 Owner. 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 Owner 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 in behalf of, personnel 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 twenty percent (20%) 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 fifteen percent (15%) 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-37 ASSIGNMENT AND SUBLETTING OF CONTRACT

Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of their Contract to any individual firm or corporation without written consent of the Owner. This consent of the Owner, will not be given unless, and until, the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute

the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the Engineer-Architect. The subcontract shall bind the subcontractor to comply with all requirements of this Contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Contract may be made only upon written consent of the Owner. The Contractor's own forces and equipment shall perform not less than fifty percent (50%) of the contract work.

No assigning, transferring or subletting, even though consented to, shall relieve the Contractor of their liabilities under their contract.

The Contractor shall give their personal attention of any portion of their contract, which has been sublet, and they shall be responsible for its proper construction.

The prime Contractor, as a condition of this Contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

GC-38 RIGHT OF OWNER 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 Owner 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 technical 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 Owner may serve written notice upon the Contractor and their surety of said Owner'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 Owner 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 Owner 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 Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion including compensation for additional engineering, managerial, and administrative expense; and in such event the Owner 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 they shall be so required by verbal order of the Owner 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 Owner 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 Owner 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 Owner or Engineer-Architect, any expense which, in the opinion and judgment of the Engineer-Architect, is caused thereby shall be paid by the Owner 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 Owner and 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. They shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner'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 PERSONNEL

The Contractor shall employ only personnel, 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 individual 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 Owner, such individual shall be immediately discharged from the work and shall not be reemployed 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 Owner, 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 proposal, 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, they have taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen 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 "GC-39 Suspension of Work on Notice".

GC-48 EXTENSION OF TIME

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the Owner or Engineer-Architect, or of any employee of either, or by any other Contractor employed by the Owner, 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 Owner provided, however, that the Contractor shall give the Owner, 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 Owner, 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 Conditions, 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 Owner. The Owner 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 Owner. 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 Owner 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 owner 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 Owner, 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 Owner 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 Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the Owner 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 Owner, 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

The Contractor is not required to provide a guaranty or warranty on any equipment installed.

GC-57 CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract, or any alterations or modifications thereof, and shall furnish the owner 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 Owner 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 Owner, 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-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

The Performance and Payment, and Maintenance bonds shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverages purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

- A. For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of Contract Documents and herein defined;
- B. For payment of all just claims for labor performed and material furnished; and
- C. For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement is required because of defective workmanship or materials, or both, and for the replacement of defective equipment or parts thereof, within a period of one (1) year after the date of acceptance as herein provided. The Owner agrees to mail a notice to the Contractor, calling their attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying their surety of such failure.

GC-59 ESTIMATED QUANTITIES

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 Owner 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 Owner 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 the 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 Owner's title to such material or otherwise adequately protect the Owner'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 Owner. After the Owner shall have approved each such estimate, the Owner shall pay to the Contractor ninety-five percent (95%) of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the Owner 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 Owner 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 they have 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 Owner, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner 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, Technical Specifications, and Contract and report such completion to the Owner.

GC-63 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the Owner, 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 Owner within ten (10) days after its preparation has been authorized as aforesaid, and the Owner 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 Owner, 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 Owner 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 Owner 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 Owner 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 Technical Specifications, or previously authorized as extra work, they shall notify the Engineer-Architect 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-Architect 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-Architect 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-Architect who will present it to the Owner 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 (60) 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.

GC-67 HOMELAND SECURITY AFFIDAVIT

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the County shall only be required to provide the affidavits required in this subsection to the County on an annual basis.

END OF SECTION



PUBLIC WORKS 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 complete the work 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)

- (1) All work on this project shall conform to the project drawings Jackson County, Missouri Invitation to Bid and to the Contract Documents.
- (2) The work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the Owner prior to the opening of the bids or during construction.
- (3) The following specifications are hereby incorporated into the Contract Documents:
 - a. The "Missouri Standard Specifications for Highway Construction", 2022 edition plus quarterly supplements as published by the Missouri Department of Transportation (MoDOT) are hereby incorporated into the Contract Documents
 - b. "Standard Specifications and Design Criteria", Current Edition as published by the Kansas City Metropolitan Chapter of the American Public Works Association (APWA)
 - c. 2009 International Building Code published by the International Code Council
 - d. 2009 Uniform Plumbing Code
 - e. 2009 International Mechanical Code
 - f. 2008 National Electrical Code published by the International Code Council
 - g. 2009 International Uniform Fire Code published by the International Code Council

h. 2009 International Existing Building Code

- (4) All work shall be in accordance with the Technical Specifications incorporated into this Project Manual 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:
 - a. Plans – or Appendix sheets
 - b. Technical Specifications
 - c. Special Conditions
 - d. General Conditions

- (5) The Contractor, Subcontractors, and fabricators shall be in compliance with all Local, State and Federal Regulations:
 - a. Occupational Safety and Health Act of 1970, (29CFR1910) Public Law #91-956, current provisions and regulations as pertains to Work being performed on this project. (OSHA)
 - b. Occupational Safety and Health Standards, Part 1910, Chapter 17 of Title 29, Code of Federal Regulations, current provisions and regulations as pertains to Work being performed on this project.
 - c. The Consumer Product Safety Act as it relates to building materials and construction.
 - d. Safety and Health Regulations for Construction, Part 1518, Chapter 13 of Title 29, Code of Federal Regulations, current provisions and regulations as pertains to Work being performed on this project.

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

Modify GC-9 as follows:

- (1) 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.

- (2) The construction schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item:
 - a. Beginning date.

 - b. Scheduled percentage of completion at the end of each calendar month.

 - c. Ending date.

The schedule shall also show the scheduled percentage complete for the entire contract at monthly intervals.

- (1) The Owner will review the proposed progress schedule and may require the Contractor to revise it if, in the Owner'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 Owner for their approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.
- (2) The Contractor will be required to revise their original approved progress schedules any time actual progress of the Work on the Contract lags the schedule progress by fifteen percent or more. A revised schedule shall be submitted to the Owner for their approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required. 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.
- (3) Upon written notification the County will investigate the conditions and if they determine that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment will be made and the contract modified in writing accordingly. The County will notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.
- (4) No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.
- (5) The County may withhold monthly Progress Payments otherwise due to the Contractor in the event that progress falls fifteen (15) percent behind the approved 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 payment 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.
- (6) No alteration to project schedule will be allowed for this contract by the contractor unless approved by the County. Any alteration to project schedule request shall be given to the County in writing for review and approval. If approved, the County will issue an official Change Order.**

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:

- (1) **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.
- (2) **No direct payment will be made for the Contractor's office, shops or storage areas.**
- (3) Common-Use Field Office: Of sufficient size to accommodate needs of County, Engineer and construction personnel office activities and to accommodate Project meetings. Keep office clean and orderly.
- (4) Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the County only as necessary. Prior to start of construction, the County will coordinate with the Contractor an inside and area location of the Jackson County Courthouse such as Ground floor garage or portions of the Lot A Parking Lot based on availability with County personnel for staging and storage area.

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)

General Conditions GC-20 is modified by adding the following:

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

- (1) Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- (2) Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.
- (3) 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.

- (4) 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.
- (5) It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
- (6) Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- (7) The Contractor at their sole cost and expense will provide all potable and non-potable water, power, and telephone service required along the project route in connection with the work to be performed.
- (8) 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.
- (9) Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary and permanent utility before use. Obtain required certifications and permits.
- (10) Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- (11) Locate facilities within the building where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- (12) Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 - a. Provide additional telephone lines for the following:
 - i. Provide a dedicated telephone line for each facsimile machine in each field office.
 - b. At each telephone, post a list of important telephone numbers.
 - i. Police and fire departments.

- ii. Ambulance service.
 - iii. Contractor's home office.
 - iv. Contractor's emergency after-hours telephone number.
 - v. Engineers' offices.
 - vi. Owner's office.
 - vii. Principal subcontractors' field and home offices.
 - c. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

- (13) Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - a. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - b. Remove snow and ice as required to minimize accumulations.

- (14) Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

- (15) Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are protected, cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

- (16) Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

- (17) Temporary Use of Permanent and/or Restored Stairs: Use of permanent and/or restored stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

- (18) SECURITY AND PROTECTION FACILITIES INSTALLATION
 - a. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - b. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- c. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- d. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- e. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
 - i. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- f. Temporary Partitions: Provide floor-to-ceiling dustproof partitions, as necessary, to limit dust and dirt migration into preservation zones such as the stairwells.
 - i. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - ii. Protect air-handling equipment.
 - iii. Provide walk-off mats at each entrance through temporary partition.
- g. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - i. Prohibit smoking at Project site.
 - ii. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - iii. **Contractor shall acquire a Hot Work Permit from JCPW prior to Welding Operations for each day of welding work. The Contractor will give notice to the County at least 48 hours in advance notice prior to the issuance of the permit. The Contractor shall have a copy of the Hot Work Permit on site and give a copy to the Owner for their records. The Contractor shall not proceed with the Hot Weld unless they received a written authorization from the County. At that time, the County will request for pictures and Certification of the welds as Special Inspection items.**
 - iv. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

(19) MOISTURE AND MOLD CONTROL

- a. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- b. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - i. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - ii. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

(20) OPERATION, TERMINATION, AND REMOVAL

- a. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- b. Maintenance: Maintain facilities in good operating condition until removal.
 - i. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - ii. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
 - iii. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

(21) 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 an obligation of the contract, the Contractor shall sign all road closures and establish such detours as needed and as approved by the County and/or City.
- (3) **Direct payment will be made for Traffic Control. See Technical Specifications of this contract for "Traffic Control" as Lump Sum for ALL Unit Bids.**

- (4) Additionally the Contractor shall install proper signage to warn motorists of loose gravel and oil.
- (5) All personnel utilized in traffic control shall be fluent in English. Fluency shall be as determined by the Engineer in the Field Personnel not meeting this requirement shall not be utilized in the work.
- (6) 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.

(22) WATER, POWER AND SANITATION:

- (1) Arrange with utility company and Owner for time when service can be interrupted, if necessary, to make connections for temporary services. Contractor must secure all necessary permits to cut and/or cap all utilities including water, gas, electricity, and sewer. Contact Missouri One Call System (1-800-344-7483 (DIG-RITE) and coordinate identification of ALL underground utilities. Consult with Evergy to coordinate the protection of power lines adjacent to the building.
- (2) Water: All water required along the project route in connection with the work to be performed by the Contractor will come from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections, backflow protection and extensions of services as required for construction operations. Contractor shall coordinate with the **City of Kansas City Water Department** prior to start of construction and acquire permits as required by the City and provide a copy of the permit to the County. Shutoff valves shall be placed by the contractor for each bathroom prior to any and all construction to the bathroom to not disrupt the daily operations of **Jackson County Courthouse**. The locations of the shutoff valves shall be coordinated with the Owner. Contractor shall provide sketches, shop drawings, shutoff valve materials and specifications to the Owner. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- (3) Power: All power for lighting, operation of the Contractor's office or equipment, or for any other use by the Contractor, is available for use without metering and without payment of use charges. Contractor shall coordinate with the Evergy prior to start of construction. Provide connections and extensions of services as required for construction operations.
- (4) Sanitation: The Contractor and subcontractor are allowed to use the existing sanitary facilities at the **Jackson County Courthouse**. They are available for use without metering and without payment of use charges. Provide connections, backflow protection and extensions of services as required for construction

operations. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- (5) The Contractor is to note that there are utilities on the project site, see Construction Plan sheets. The plans show the approximate horizontal and vertical locations of the known utilities by the designer and Owner. The contractor is responsible for ALL field verification of existing utilities prior to start of work. Any and ALL disruptions of utility service of the building operations during construction caused by the Contractor shall be coordinated, repaired, and fixed by the contractor, in accordance with the utility company standards and permits. The Owner shall not incur any additional costs of the utility work repairs or fixes by the contractor. All repairs and fixes of utility work shall be the sole expense of the contractor.**

(23) SALVAGING DEMOLITION WASTE

(1) Salvaged Items for Reuse in the Work:

- i. Clean salvaged items.
- ii. Inventory, photograph, pack or crate items after cleaning. Identify contents of containers.
- iii. Store items in a secure area until installation.
- iv. Protect items from damage during transport and storage.
- v. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

(2) Salvaged Items for Sale and/or Donation: Not Permitted on Project site.

(3) Salvaged Items for Owner's Use:

- i. Clean salvaged items.
- ii. Inventory, photographs, pack or crate items after cleaning. Identify contents of containers.
- iii. Store items in a secure area until delivery to Owner.
- iv. Transport items to Owner's storage area designated by Owner.
- v. Protect items from damage during transport and storage.

(24) RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

(1) General: Recycle paper and beverage containers used by on-site personnel.

(2) Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.

- (3) Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - i. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - ii. Inspect containers and bins for contamination and remove contaminated materials if found.
 - iii. Stockpile processed materials on-site without intermixing with other materials.
 - iv. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

(25) RECYCLING DEMOLITION WASTE

- (1) Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- (2) Metals: Separate metals by type.
 - i. Structural Steel: Stack members according to size, type of member, and length.
 - ii. Remove and dispose of bolts, nuts, washers, and other rough hardware.
 - iii. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
 - iv. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
 - v. Conduit: Reduce conduit to straight lengths and store by type and size.

(26) DISPOSAL OF WASTE

- (1) General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - i. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - ii. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- (2) Burning: Do not burn waste materials.
- (3) Disposal: Remove waste materials from Owner's property and legally dispose of them.
- (4) Storage: Offsite Storage of materials and equipment shall conform to manufacturer's recommendations. Offsite storage arrangements shall be approved by the County. Such offsite storage arrangements shall be presented in writing and shall afford

adequate and satisfactory security and protection by the contractor. Offsite storage facilities shall be bonded and accessible to the County. Onsite storage of materials and equipment shall conform to manufacturer's recommendations. Onsite Storage shall not interfere with public access and/or safety.

- (27) **Smoking is NOT permitted any time by the General Contractor and their Sub-contractor(s) at the construction site on Jackson County, MO. property before or during the duration of the construction.**

SC-25 METHODS OF OPERATION (GC-25)

- (01) 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.
- (02) Provide temporary barricades, as required to protect the public from harm due to construction activities.
- (03) Contractor shall coordinate with Jackson County Sheriff's Offices prior to start of construction to determine access and security measures inside and outside the **Jackson County Courthouse**. See Appendix for Contract Staff Access Rules & Regulations Orientation form, Contract Staff Rules & Regulations Agreement form, and Access Application form. Both the General Contractor's and Sub-contractor's personnel shall fill out the forms prior to any and all construction.
- (04) If the Contractor plans to utilize Locust St, Oak St, and E 12th St existing Right-of-Way (R/W) next to Jackson County Courthouse for temporary storage or staging area, then they will need to acquire R/W permits with a Traffic Control Plan from the City of Kansas City prior to start of construction. A copy of the Traffic Control Plan approved by the City shall be submitted to the County. The Traffic Control Plan will need to show Temporary Type 3 Barricades with Flashers and other traffic control devices as required to protect the public from harm due to construction activities. The Traffic Control Plan shall be in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) by the Federal Highway Administration. The Traffic Control Plan, City permits and installation shall be subsidiary to all the Unit Prices of this contract.

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

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

SC-28 INSPECTION (GC-28)

- A. This project will be observed by the County personnel and will provide the inspection.
- B. This project will use MODOT standard inspections protocol. Also, the contractor shall follow the MODOT Standards for Traffic Safety.

- C. All personnel within Jackson County Buildings (inside or outside existing or new buildings having new construction work), Jackson County, MO. Right-of-Way, Jackson County Parking Lots, Jackson County Sites (Demolition areas or new work) who are exposed to traffic or construction activities or construction equipment shall wear at ALL times High-Visibility Safety Apparel meeting Class 2 or Class 3 requirements of ANSI/ISEA 107-2004 Publication Entitled, "American National Standard for High-Visibility Safety Apparel and Headwear".
- D. Contractor shall follow all Occupational Safety and Health Administration (OSHA) construction safety standards and requirements.
- E. Contractor shall notify their subcontractors, Owner and all Contractors and subcontractors under the Owner, when they are 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 Owner, Jackson County Building Inspector, and/or proper authorities.
- F. Contractor or subcontractor may not put in place any work which will prevent observation and approval of previous work without first notifying the Owner, Jackson County Building Inspector, 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 personnel, 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 exercise caution in performing tasks around the existing Bathrooms, offices, Conference rooms, courtrooms, jury rooms, hallways, and stairs at the **Jackson County Courthouse** building during all hours of operations and equipments. Any damage to the Jackson County structures or equipments through negligence on the part of the Contractor or their agents shall be repaired and paid for at the expense of the Contractor. Repairs shall not be considered complete until approved by the Owner.
- B. The Contractor shall be liable for any and all damage caused by Contractor to County's premises. The Contractor shall hold and save the County, agents and representatives, free and harmless from liability of any nature or any kind arising from any use, trespass or damage occasioned by Contractor's operations on premises or third persons.

- C. The Contractor shall confine all work, equipment and personnel within the limits of the existing project Right-of-Ways, Easements, and Construction Limits noted on the Construction Plans. The Contractor shall make no claim for additional payment for confining their operations within these areas.
- D. The Contractor shall take all precautions required to preserve and protect all existing trees, shrubs, and other improvements located within the project right-of-way and easements designated to be saved by this contract.
- E. The Contractor shall protect and preserve the Control Point survey pins as shown on the Construction Plans. If disturbed it is the contractor's responsibility to reset the pin by a licensed surveyor at the Contractor's expense.
- F. The Contractor is responsible for contacting the local property owners for any additional access areas they feel are necessary to complete the listed work. No direct payment will be made for the Contractor's securing additional access areas.
- G. The Contractor shall not interfere with the daily operations of the **Jackson County Courthouse** building before, during, or after the construction of the specified items in these specifications
- H. The Contractor shall be responsible for the restoration of interior and exterior portions of the building, any paved, graveled, or grassed areas disturbed by construction. Any areas so affected shall be restored to a condition as nearly as possible to that existing prior to construction. Paved and graveled areas shall be resurfaced with materials meeting the requirements of the technical specifications, and grassed areas shall be seeded and mulched. No direct measurement or payment will be made for restoration of areas disturbed by activities outside of the limits designated on the Drawings.

SC-34 MODIFICATIONS AND ALTERATIONS (GC-34)

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

The Contractor may submit to the County, 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:

- A. A description of both the existing contract requirements for performing the work and the proposed changes.
- B. An itemization of the contract requirements that must be changed if the bid is adopted.
- C. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.

- D. A statement of the time within which the County must make a decision thereon.
- E. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.
- F. This Special Condition shall not be construed to require the County 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 Owner 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 Owner at the time said bid is submitted, the County will not accept such bid and the Owner reserves the right to make such changes without compensation to the Contractor under the provisions of this article.
- G. 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.
- H. 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 County, such prices do not represent a fair measure of the value of work to be performed or to be deleted.
- I. The Owner reserves the right where they deem such action appropriate to require the Contractor to share in the Owner'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 acceptance thereof in writing, and such acceptance shall constitute full authority for the Owner to deduct amounts payable to the Owner from any moneys due or that may become due to the Contractor under the contract.
- J. 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 Article. 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 Owner's approval thereof is based if the approval of the Owner 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.
- K. 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.

- L. 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.
- M. The Owner expressly reserves the right to adopt a cost reduction bid for general use on contracts administered by the Owner 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 Owner. Subject to the provisions contained herein, the Owner 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.
- N. This article of the specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.
 - (1) The County 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.
 - (2) 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 County may determine to be fair and equitable.
 - (3) 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.
- O. 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 decrease 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 the case of decrease below 75 percent, to the actual amount of work performed.

- c. The Contractor's attention is called to the **BID FORM** and/or bid which allows the County to adjust the quantities upward or downward to be based upon the available funding. This may be in excess of the percentages noted above.
- P. COST REDUCTION INCENTIVE: 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.
- a. Cost reduction bids shall contain the following information:
 - i. A description of both the existing contract requirements for performing the work and the proposed changes.
 - ii. An itemization of the contract requirements that must be changed if the bid is adopted.
 - iii. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.
 - iv. A statement of the time within which the Engineer must make a decision thereon.
 - v. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.
 - b. The provisions of this Article 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 Owner 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 Owner at the time said bid is submitted, the Engineer will not accept such bid and the Owner reserves the right to make such changes without compensation to the Contractor under the provisions of this article.
 - c. 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.
 - d. The Engineer 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.

- e. The Owner reserves the right where deemed such action appropriate to require the Contractor to share in the Owner'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 Owner to deduct amounts payable to the Owner from any moneys due or that may become due to the Contractor under the contract.
- f. 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 Article. 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 Owner's approval thereof is based if the approval of the Owner 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.
- g. 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.
- h. 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.
- i. The Owner expressly reserves the right to adopt a cost reduction bid for general use on contracts administered by the Owner 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 Owner. Subject to the provisions contained herein, the Owner 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.
- j. This article of the specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding

SC-35 EXTRA WORK (GC-35)

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

- 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-37 ASSIGNMENT AND SUBLETTING OF CONTRACT (GC-37)

Add to GC-37 the following requirement.

- A. "No Second-Tier subcontracting will be permitted. It shall be the responsibility of the Contractor to ensure that their subcontractors do not in turn subcontract any portion of the work."
- B. **The 50% of the contract work, noted in the General Conditions, shall be reduced to 15% for this project.**
- C. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of their liabilities under their contract. The Contractor shall give their personal attention to any and all portions of the contract which has been sublet and they shall be responsible for its proper construction.
- D. The prime Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

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

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

- A. 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 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.
- B. 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.

- C. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- D. 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 PERSONNEL (GC-43)

Add the following to GC-43:

Personnel who may have occasion to speak with the general public (i.e. flaggers, plumber, electrician) 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:

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)

Modify GC-46 by adding the following:

- 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."
- B. 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.

2023 List of Jackson County, Missouri Holidays

New Year's Day	Sunday, January 1 st (Observed Monday, January 2 nd)
Martin Luther King, Jr Day	Monday, January 16 th
Presidents' Day	Monday, February 20 st (Observed Friday, December 22 nd)
Truman's Birthday	Monday, May 8 th
Memorial Day	Monday, May 29 th
Juneteenth	Monday, June 19 th
Independence Day	Tuesday, July 4 th
Labor Day	Monday, September 4 th
Veterans' Day	Saturday, November 11 th (Observed Friday, November 10 th)
Thanksgiving Day	Thursday, November 23 rd
Thanksgiving Friday	Friday, November 24 th
Christmas Day	Monday, December 25 th

- C. In the event that a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- D. The Contractor will need to coordinate with the County, the Sheriff's Office, 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.
- E. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction. The Contractor shall take, at no additional cost to the Owner, 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.
- F. 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.
- G. 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, plumber, and the Utilities, as well as representatives of any other affected agencies which the Owner may wish to invite.

- H. The demolition or construction of the bathrooms, offices, courtrooms or other project items that has extensive noise shall be performed from 5:00 p.m. to 10:00 p.m. during the weekdays. Removal of any hazardous materials encountered by the Contractor shall be after be formed from 6:00 p.m. to 10:00 p.m. during the week days or the weekend per approval of the Owner. This shall be coordinated with the Owner and the Sheriff's Offices.
- I. 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-48 EXTENSION OF TIME (GC-48)

Add to GC-48 by adding the following:

- A. The County has shown on the Plans, from the information available, existing aboveground and underground installations and structures which may be affected by the work but there is no guarantee that all such facilities are shown. The location, depth and size of each facility shown on the Plans are approximate only and are not guaranteed correct. If utilities are damaged through carelessness or neglectful action by the Contractor, they will be repaired by the Contractor or authorities having control of the same, but the cost of such repairs shall be paid by the Contractor.
- B. Delays due to utility conflicts will not be cause for extension of time or adjustments in contract amount.
- C. The Contractor shall contact each utility agency or other owner of public or private property in advance of any operations which may affect any of the agencies' or property owners' facilities and shall enlist their assistance in the location of their existing or relocated utilities.
- D. The Contractor shall make every effort to locate all existing facilities, which may be affected by the work, including prospecting or excavating beneath the surface. No payment will be made to the Contractor in connection with location of existing facilities.
- E. All fire hydrants and water control valves shall be kept free from obstructions and available for use at all times, except as herein allowed.
- F. In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, continuous cooperation will be required until the service is restored.
- G. **If the Work is delayed by reason of fire, casualty, inclement weather, changes ordered in the Work, labor disputes, epidemic, pandemic, government orders or embargoes, material or equipment delays, shortages or unavailability, supply chain disruptions or delays or any other cause beyond Contractor's and Owner's agreed upon reasonable control, Owner shall grant an extension of**

time for completion of the Work commensurate with the period of such delay.

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>
	\$ 0	\$ 25,000
	\$ 25,001	\$ 50,000
	\$ 50,001	\$ 100,000
	\$ 100,001	\$ 500,000
	\$ 500,001	\$ 1,000,000
	\$ 1,000,001	\$ 2,000,000
	\$ 2,000,001	\$ 3,000,000
	\$ 3,000,001	\$ 4,000,000
	\$ 4,000,001	\$ 5,000,000
	\$ 5,000,001	\$ 6,000,000
	\$ 6,000,001	\$ 7,000,000
	\$ 7,000,001	\$ 8,000,000
	\$ 8,000,001	\$ 9,000,000
	\$ 9,000,001	\$ 10,000,000
	\$ 10,000,001	\$ 70,000,000
		\$ 475
		\$ 475
		\$ 500
		\$ 700
		\$ 950
		\$ 1,100
		\$ 1,225
		\$ 1,625
		\$ 2,025
		\$ 2,425
		\$ 2,825
		\$ 3,225
		\$ 3,625
		\$ 4,025
		\$ 4,300

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

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

- A. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of Contractor or their subcontractors or any other contractors as described herein. Contractor shall allow fifteen (15) days in County's office for reviewing original submittals and fifteen (15) days in County's office for reviewing re-submittals.
- B. Compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers shall be submitted by the Prime Contractor.
- C. In general, the Specifications identify required materials and equipment by naming one or more manufacturer's brand, model, catalog number and/or other identification; first-named manufacturer's product used as the basis for design; other named brands considered

equivalent. Equivalent brand manufacturers named must furnish products consistent with Specifications for first-named product, as determined by County. Base Bid shall include only those brands named, except as hereinafter provided.

D. Where materials or equipment are described but not named, Contractor shall provide required first quality items, adequate in every respect for intended use, such items subject to County's approval prior to procurement.

A. Submit certificates for the following materials:

- 1) Cast-In-Place Concrete
- 2) Rebar
- 3) Colored CIP Wall - 18"
- 4) Colored CIP Wall – 12"
- 5) Sub Slab on Geofoam EPS 15 at Upper Stair/Landing
- 6) Ramp Subslab on Geofoam EPS 15 – Include w/ Site Ramp
- 7) Step Subslab on Geofoam EPS 15 at Upper Stair/Landing
- 8) Generator Equipment Pad
- 9) Foam Fill
- 10) Mat Footing – 24"
- 11) Clean/Reseal Stone
- 12) Cast Stone Cap – 12"
- 13) Cast Stone Cap – 18"
- 14) ADA Grate and Drainage Trough – North
- 15) Replace Alum Slip Resistant Stair Nosing – East
- 16) Replace Trench Drain Grate – East
- 17) Aluminum Guard Rail
- 18) Aluminum Rail Ground Mounted
- 19) Ornamental Handrails and Railings
- 20) Rigid Insulation at Snow Melt
- 21) Bronze Storefront Frames
- 22) Bronze Storefront Sidelite
- 23) Bronze Balanced entrance Door Pair
- 24) Bronze Storefront Partition
- 25) Relocate Glass Partition
- 26) Door Operator
- 27) Jamb Mounted Door Acuator
- 28) Post Mounted Door Acuator
- 29) Door Operator to New Doors
- 30) Post Mounted Door Acuator

- 31) Entry Door Threshold with Bronze
- 32) Interior Wood Entry Door Hardware
- 33) Paint
- 34) Routed signage
- 35) Plumbing: Connections Water to Glycol Makeup Unit
- 36) Glycol Pump – 5 HP
- 37) Steam Condensate Pump – 1 HP
- 38) Manifold Box – 24x36
- 39) Snow Melt Manifold
- 40) Heat Exchanger 1 and 2
- 41) Expansion Tank – 7.8 Gal
- 42) Glycol Makeup Unit – 1.8 GPM
- 43) Air Separator
- 44) Thermostat
- 45) Rain/Snow/Ice Sensor
- 46) Valves
- 47) Flow Meter
- 48) Temp Indicator
- 49) Control Valve
- 50) Control Panel
- 51) Steam Piping
- 52) Potable Water Piping
- 53) Glycol Piping
- 54) Condensate Piping
- 55) All Electrical
- 56) Grade Concrete Paving
- 57) Silt Fence
- 58) Temporary Erosion Control
- 59) Cement Concrete Paving
- 60) Unit Pavers
- 61) Bench
- 62) Litter Receptacle
- 63) Bollard
- 64) Ash Um
- 65) Bike Rack
- 66) Lawn Sprinkler Piping
- 67) Sod
- 68) Exterior Plants

- 69) Storm Drainage Systems
- 70) 6" Dia. Storm Sewer Pipe
- 71) 8" Dia. Storm Sewer Pipe
- 72) 12" Nyloplast Drain Basin Over Exist Pipe
- 73) Alternates 1 thru 9b items
- 74) Security Items
- 75) ALL items list above and additional items from Base Bid, Allowance, Alternates, etc. from Public Works Technical Specifications, Architects Project Manual, and Construction Plans.

- E. Submit gradation for the following materials:
 - a. Aggregates
 - b. Concrete mixes
 - c. Non-shrink grout
 - d. Reinforcing for Structures

- F. Submit shop drawings, submittals, specification sheet, certificates, warrantees, and manufacturing installation recommendations for all products.

- G. Engineer's Selection and Approval of Materials
 - a. Where approval of Engineer for material or equipment is required, secure such approval before procurement.
 - b. Where colors and/or patterns are to be selected by Architect, request such selection in ample time for procurement.
 - c. Where Specifications include cash allowances, request Engineer to select the appropriate material in ample time for procurement.
 - d. The esthetic values of every material and installation, such as shape, proportion, texture, finish and color, will be an important consideration to Engineer and their decisions concerning same shall be final.

- H. County's Selection and Approval of Materials: Where approval of County for material or equipment is required, secure such approval before procurement.

- I. Laboratory tests of materials and equipment, which are normally conducted by the manufacturer or material supplier, and tests shall be furnished by the Contractor and approved by the County.

- J. All quality control testing not specified to be performed by the Contractor will be performed by an independent testing laboratory, selected by the Owner, or by the Owner's designee. All such tests performed by the independent testing laboratory shall be paid by the Owner.

- K. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of their liabilities under their contract. The Contractor shall give their personal attention to any and all portions of the contract which have been sublet and they shall be responsible for its proper construction.
- L. Receiving and Storing Materials: Remove from premises materials showing deterioration or damage and replace with new.
- a. On receipt of materials, check for in-transit damage in ample time to replace any damaged materials prior to installation time.
 - b. Where possible, deliver materials and equipment to project site in manufacturer's original packages, keeping labels intact until final cleaning. Where items are to be job assembled label, tag, mark or otherwise properly identify each component part until incorporated in building.
 - c. Store materials in manner to prevent deterioration, staining, soiling and intrusion of foreign materials. Provide waterproof well-ventilated enclosures for material subject to deterioration by dampness. Protect materials subject to damage by freezing and frost.
 - d. Remove from premises materials showing deterioration or damage and replace with new.
- M. Equipment Verification
- a. Contractor shall check physical sizes of all equipment furnished under this contract or furnished by Owner and require other contractors to verify sizes of their equipment, in time to allow ample room for transporting equipment to and installing in its final location before enclosing spaces for it. Notify Engineer in writing of any required openings or ceiling heights; such notice in ample time for Engineer to direct necessary adjustments before such openings, ceilings or enclosures are placed.
 - b. Before construction proceeds to point that would prevent necessary modifications, Contractor shall check Drawings, Specifications, shop drawings and change orders and notify Engineer in writing of any mechanical/electrical services and/or connections required but not indicated, or incorrectly indicated, for equipment furnished. Failing to do so, Contractor furnishing equipment provide required services and/or connections at their own expense.
 - c. Contractor shall provide to the County pictures verifications of ALL the products delivered to the **Jackson County Courthouse** building site prior to installation.
- N. Unless Owner grants permission to repair any defective work, remove defective work from project and replace with new work in accordance with contract documents. Permission to repair such work shall not constitute a waiver of Contractor's right to require complete replacement of defective work if repair operation does not restore quality and appearance of member or surface to Owner's satisfaction. If permission is granted, repair according to Owner's directions.

- O. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.
- P. The prime Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their Subcontractors and for the subsequent Affirmative Action performance by such Subcontractors.
- Q. In accordance with the Code of Federal Regulation, Title 23, all steel or iron products to be permanently incorporated into the contract work shall be manufactured in the USA except for "minor usage" as described in MoDOT Standard Specifications, Section 106.9 **BUY AMERICA REQUIREMENTS.**

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

The following is added to GC-54:

- A. The Contractor shall take the necessary precautions to keep aggregate, mud, debris from being deposited onto ingress/egress areas in the interior of the building, sidewalks, parking areas driveways, roadway and private entrances during construction operations. Should debris become deposited on such areas, the Contractor shall promptly remove it at no additional cost to the Owner. Debris shall be disposed of in accordance with all local codes.
- B. Keep covered materials, cavities and holes subject to damage by falling materials or deposits of water, snow or ice.
- C. Transport, handle, store and erect materials in a manner to keep from injury.
- D. Protect previously placed work by suitable coverings or other protection during installation of subsequent work. Clean off foreign materials accidentally deposited on finish surfaces and, where such would stain, corrode or otherwise disfigure, clean same immediately with material that will not damage finished work.
- E. Before the work will be accepted by the Owner, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes, cleaning the work area of the **Jackson County Courthouse** building inside and outside within this contract, cleaning streets, ditches, creek, 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.
- F. Where finished floors are subject to damage, suitably cover traffic areas until building acceptance.
- G. **Final Cleanup shall be at no additional cost to the Owner.**

SC-56 EQUIPMENT GUARANTY (GC-56).

The General Conditions GC-56 is amended by adding the following:

- A. Delete Section GC-56 EQUIPMENT GUARANTY. No equipment is being supplied as a part of the contract and thus a guaranty of equipment is not required.
- B. Provide temporary walks, ramps, ladders, runways, scaffolding, shoring, bracing, tarps and other equipment required for progress of work and remove such at work completion.

SC-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND (GC-58)

Delete the first paragraph of GC-58 and replace it with the following:

- A. PERFORMANCE AND PAYMENT BOND: The performance and payment bond shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.
- B. MAINTENANCE BOND: The Contractor's attention is called to paragraph "c" of GC-58, which requires a **Two-year (2-year) maintenance bond**. Contractor shall submit a Maintenance Bond to Jackson County Public Works (JCPW) upon the Final Acceptance by the County and prior to Final Payment of the project.
- C. The Final Acceptance Letter from JCPW Engineering staff member will be certified mailed to the Contractor. The Final Completion Date stated on the Final Acceptance Letter will be the start date of the Maintenance Bond. The Contractor is required to use this date on the Maintenance Bond.
- D. **The Maintenance Bond forms shall be signed and sealed prior to giving the County the original.**

SC-59 ESTIMATED QUANTITIES (GC-59)

Add the following to bottom 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:

- a. **Owner shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due.**
- b. 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.
- c. 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.
- d. 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.
- e. All work completed under the Contract will be measured according to 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.
- f. 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 Engineer may deem it necessary to ensure their accuracy. The Contractor shall furnish the Engineer a waybill for each truckload, signed by the weigh master and truck driver.
- g. 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.
- h. 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.
- i. 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 Engineer such detailed information as requested to aid them as a guide in the review of the payment application.
- j. The Contractor shall submit payment estimates or certificates of payment to the County.

SC-62 COMPLETION AND ACCEPTANCE OF WORK (GC-62)

- A. "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 Owner can occupy or utilize the Work for its intended user.

- B. The Contractor shall be responsible for the restoration of any paved, graveled, or grassed areas disturbed by construction. Any areas so affected shall be restored to a condition as nearly as possible to that existing prior to construction. Paved and graveled areas shall be resurfaced with materials meeting the requirements of the technical specifications, and grassed areas shall be seeded and mulched. No direct measurement or payment will be made for restoration of areas disturbed by the construction which are outside of the limits designated on the Drawings.

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

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

- A. Contractor shall notify the County when they have completed all work in accordance with the Drawings and Specifications. Contractor shall avail themselves for an on-site inspection of the project with the Owner and the County. 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 Owner's representative, and the County. 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 Owner, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.
- B. Finishing
 - a. Adjust doors, drawers, hardware, appliances, motors, valves, controls, and other equipment for proper operation.
 - b. Seal exterior joints between materials to form a waterproof enclosure.
 - c. Touch-up imperfections in surfaces, paint and other finishes after all sub-contractors and tradesmen have completed their work.
- C. Clean surfaces using appropriate materials and methods that will thoroughly clean but not damage materials and their finishes, nor damage or adversely affect other materials in the project.
- D. **Prior to the Final Inspection, the Contractor shall provide to Jackson County Public Works the AS-BUILTS drawings and based on any and all redlines, modifications, addition or deletions, and changes to the project.**
- E. Prior to Project Closeout and Final Payment, the Contractor shall provide to Jackson County Public Works the Operation & Maintenance Manuals for ALL material products used in this project.

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

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

- A. 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.

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

SC-67 HOMELAND SECURITY AFFIDAVIT (GC-67)

The following is added to GC-67:

The Contractor must return the Affidavit of Compliance within this contract (“ANNUAL WORKER ELEGIBILITY VERIFICATION AFFIDAVIT”), with their memorandum of understanding (MOU) with homeland security, with their Bids.

SC-68 DIFFERING SITE CONDITIONS (GC-68)

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 or not 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.

SC-69 CLEAN UP

- A. Before the work will be accepted by the Owner, the Contractor shall be required to remove all aggregate and debris resulting from operations, 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. Contractor's clean up shall include wiping down exposed surfaces, washing bathroom floors, washing stairwells and landings, wiping down all dispensers, windows, and vacuuming or thoroughly sweeping floors.
- C. **Final Cleanup shall be at no additional cost to the Owner.**

SC-70 SURFACE RESTORATION

The Contractor shall be responsible for the restoration of any paved, graveled, or grassed areas disturbed by construction. Any areas so affected shall be restored to a condition as nearly as possible to that existing prior to construction. Paved and graveled areas shall be resurfaced with materials meeting the requirements of the technical specifications, and grassed areas shall be seeded and mulched. No direct measurement or payment will be made for restoration of areas disturbed by the construction which are outside of the limits designated on the Drawings.

SC-71 SUBSTANTIAL COMPLETION

“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 Owner can occupy or utilize the Work for its intended user.

SC-72 SAFETY TRAINING REQUIREMENTS FOR ALL ON-SITE PERSONNEL

The Contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site personnel to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site personnel 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 personnel 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. Copies of the minimum OSHA 10 Cards shall be provided to Jackson County, MO. to be reviewed by the JCMO Compliance Office. The requirement is that before anyone is allowed to work on the project, their OSHA 10 minimum certification cards must have been submitted to the County. This includes subcontractors that will be working on the site. It does not include suppliers or truck drivers. **Personal Protective Equipment (PPE) per OSHA requirements shall be followed for the entire duration of the Construction Phase of this project.**

SP-73 CONTRACTOR LICENSE REQUIREMENTS

As of January 28, 2014 all work defined in Chapter 54 of the Jackson County Code as electrical work, mechanical work, or plumbing work must be performed by a person holding a Class A or B or C License. See Appendix for application and additional requirements.

SC-74 CHAPTER 10 PURCHASING SECTION 1072 CONSTRUCTION PROJECTS
– REQUIREMENTS TO BID – WAGES AND BENEFITS – CERTAIN EMPLOYERS

- A. This contract has a requirement related to paying wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County, MO. Ordinance #4465 repealing Section 1072 enacted by the Jackson County Legislature on October 15, 2012 relating to Jackson County Code Chapter 10 Purchasing. See the below Section 1072 requirements.
- B. Section 1072. Construction Projects – Requirements To Bid – Wages and Benefits– Certain Employers. Jackson County reaffirms its long-standing policy that no less than the prevailing hourly rate of wages shall be paid to all workers performing work on construction projects on behalf of Jackson County. As a condition of eligibility to bid for or perform work on any Jackson County construction project funded in whole or in part by the County, producers or suppliers of dirt, sand, rock, asphalt, fly ash and/or concrete must pay their delivery employees no less than the prevailing rate of wages for work associated with the county construction project, as defined by section 290.210(5), RSMo, and the occupational titles listed in 8 CSR 30-3.060(Z). Wage rates for delivery employees shall be derived from the Missouri Annual Wage Order incorporated into the bid for the construction work. Delivery employees are covered under this section when delivering from an off-site location or a designated site location to the work site as outlined under 8 CSR-30—3.020(1) and (2). This section shall not apply to owners/operators of truck hauling millings or delivering asphalt on a County construction project. (Ord. 3839, Eff. 11/28/06; Ord. 4297, Eff. 03/01/11; Ord. 4465, Eff. 10/15/12)
- C. 1072.1 Compliance Review Officer. In addition to the duties set forth in Chapter 6 of this code, it shall be the duty of the Compliance Review Officer to monitor the producers or suppliers of the commodities enumerated in this section awarded County contracts to insure compliance with the prevailing rate of wages. (Ord. 3839, Eff. 11/28/06).

END OF SECTION

PUBLIC WORKS TECHNICAL SPECIFICATIONS

TS-1 EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

- A. The Contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow, the Contractor shall notify the Sheriff's Office or other emergency agencies immediately as needed. The County shall also be notified when the Contractor requests emergency assistance.
- B. In addition to the 911 emergency telephone number for ambulance, fire, or police services, the following agencies may also be notified for accident or emergency situation with the project limits.
- a. Sheriff's Office: 816-541-8017
 - b. Kansas City Missouri Police Department: 816-234-5111
 - c. Kansas City Missouri Fire Department: 816-513-4600

This list is not inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency. The Contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the Contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the County on the status of incident management.

- C. No direct pay will be made to the Contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

TS-2 GENERAL

- A. Contract Specifications: The detailed specifications, which follow shall govern the materials furnished and work performed in the construction of the work covered by this contract. No attempt has been made in the foregoing designated specifications to segregate work to be performed by any trade, subcontract, or bid item, under any one section of the specifications.
- B. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and their personnel and their Subcontractors. The specifications will govern the construction of the entire work, and the provisions thereof shall govern each item and unit of work to which such provisions apply.
- C. The latest editions of the following specifications are incorporated into the Contract Documents by reference:
- The "Missouri Standard Specifications for Highway Construction", 2022 edition plus quarterly supplements as published by the Missouri Department of Transportation (MoDOT) are hereby incorporated into the Contract Documents
 - "Standard Specifications and Design Criteria", Current Edition as published by the Kansas City Metropolitan Chapter of the American Public Works Association (APWA)
 - 2009 International Building Code published by the International Code Council

- 2009 Uniform Plumbing Code
 - 2009 International Mechanical Code
 - 2008 National Electrical Code published by the International Code Council
 - 2009 International Uniform Fire Code published by the International Code Council
 - 2009 International Existing Building Code
 - 2003 ICC/ANSI A117.1 Accessibility Code
 - Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD), current edition.
- D. 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.
- E. Applicable Codes and Standards: Where referred to in the technical specifications or plans, portions of organizations' specifications are incorporated into the Contract. Wherever a part of any standard specification (ASTM, AASHTO, etc.) is referred to in the technical specifications or plans, the following conditions shall apply unless otherwise provided in the technical specifications or plans:
- Only the specifically referred to part of the standard specification shall apply to this Contract. Whenever any provision of a standard specification conflicts with any of the Contract Documents, said Contract Documents shall govern.
- F. Construction Testing: All sampling and testing deemed necessary by the County to determine if materials or methods are in compliance with the specifications shall be performed by a testing laboratory selected by the County. The cost of all such tests showing compliance with the specifications shall be paid by the County unless otherwise noted in the technical specifications. In the event that any test indicates non-compliance with specifications, at least one (1) additional test will be paid for by the Contractor to determine acceptability of material or methods. All documentation verifying compliance shall be submitted to the County for compliance review.
- G. Construction Schedule: Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work and also the time of starting and completing each part. The schedule shall be submitted to the County for their approval.
- H. 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 circumstances 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.
- I. Unfavorable Construction Conditions: During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of

which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless by special means or precautions approved by County, the Contractor shall be able to perform the work in a proper and satisfactory manner.

- J. Protection and Maintenance of Public and Private Property: All existing underground utilities shown in the Plans were provided by each utility company. Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this Contract.
- K. Any lines that are broken by the Contractor shall be repaired according to the utility company's standards at the expense of the Contractor. Wherever the work is along existing pavement which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the construction limits shall be replaced in accordance with these specifications.
- L. The Contractor shall be held responsible for all damage to buildings, roads, highways, shoulders, ditches, bridges, and other property, caused by them or their subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or place such damaged property to the satisfaction of the owner of such property.
- M. Clearing and Cleaning Up: The Contractor shall do all necessary clearing and demolition work prior to excavation for the proposed construction. The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain same in a neat and orderly condition during the process of the work to completion. The Contractor shall clean up all dirt from building, paved surfaces, not allow same to pack on the roadway or create a traffic nuisance.

TS-3 UTILITIES

- A. Description: For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area for the construction work for this project.

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Evergy 1105 E 40 Highway Blue Springs, MO 64014 Janet Waddell (816) 729-5128 Michelle Arps (816) 769-4765	No Adjustment.
AT&T 2121 E. 63 rd Street Kansas City, MO 64130 Ron Gipfert (816) 772-0318	No Adjustment
Southwestern Bell Telephone 215 N. Spring 2 nd Floor Independence, MO 64050	No Adjustment

Steven Smith (816) 325-6527

Comcast
4700 Little Blue Parkway
Independence, MO 64057
Andrew Bell (816) 795-2255
No Adjustment

Centurylink
210 East Market Street
Warrensburg, MO 64093
Jeff Wallace (660) 429-7199
No Adjustment

Unite Private Networks
7200 NW 86th St. Ste M
Kansas City, MO 64153
Brandon Myers (816) 206-4257
No Adjustment.

Spire Energy
3025 SE Clover Drive
Lee's Summit, MO 64082
Katelynn Liberty (816) 260-6581
No Adjustment

Kansas City Water Department
4800 E 63rd St.
Kansas City, MO 64130
Travis Kiefer (816) 513-2139
No Adjustment

- B. The existence and approximate location of the utility facilities known to exist, as shown on the Plans, are based upon the best information available to the County at this time. This information is provided by the County and the County expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the Contractor to verify the list above indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.
- C. The Contractor agrees that any effects of the presence of the utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The Contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay provided Contractor notifies the County in writing of the delay at the time it occurs. The Contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the Contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the Contract.
- D. The Contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The Contractor shall hold and save harmless the County from damages to any utility facilities

interruption of service by it or its subcontractors operation.

- E. The Contractor shall coordinate their operations with the work of utility owners making necessary adjustments, removals, or construction of new fixtures, and shall permit free access to the site for such work.
- F. It is understood and agreed that the Contractor has considered in their bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not shown on the Plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by them due to any interference from the said utility appurtenances or the operation of moving them.
- G. The general location of railroad facilities, of principal water mains, sewer pipes, telephone conduits, gas mains, pipe lines, pole lines, and other public and private utility facilities which will affect construction operations are indicated on the Plans based on One-Call utility locates. Some of these utilities may remain in place; others may be removed entirely or in part by the facility owners for relocation elsewhere.
- H. When the failure of the facility owners to cooperate and coordinate their work with that of the Contractor results in actual delay to the Contractor in the over-all completion of their work, such delay will be considered in the count of construction days or date specified for completion, provided the Contractor notifies the County's Representative in writing of the delay at the time it occurs.
- I. Should there be located within the right-of-way any public or private utility facilities which are to remain in place and which will interfere with the Contractor's proposed operation, the Contractor shall make all necessary arrangements with the facility owners for any temporary or permanent removal or relocation of such facilities desired for their convenience. Any cost involved shall be borne by the Contractor.
- J. The Contractor shall use every precaution necessary to prevent damage to all public and private utility wires, lines, pipes, poles, cables, and conduits within the right-of-way. The Contractor shall be responsible for all damage to any utility facility due directly to their operations regardless of location and they shall repair and replace as necessary any such damaged facility or make payment to the facility owner for repair or replacement. See cover sheet of Plans for list of utility companies and contact information.
- K. No direct pay will be made to the Contractor to recover the cost of coordination with the utility companies. All costs pertaining to this item shall be included in the contract prices of other items.
- L. Care should be taken when removing trees that intertwine with the overhead lines. DO NOT DAMAGE.

TS-4 PROTECTION OF PROPERTY

- A. The Contractor shall protect existing public and private property from damage by construction operations.
 - a. Confine all work, equipment, and personnel within the limits of the project right-of-way and

- easements shown on the Plans.
- b. Take all precautions required to preserve and protect all existing trees, shrubs, and other improvements located within the project right-of-way and easements, except those items designated to be removed.
 - c. Where fences are to be breached on private property, the property owners shall be contacted and arrangements made to ensure proper protection of any property and livestock exposed to the open condition.
 - d. Before acceptance of the Work by County, Contractor shall replace or repair all existing improvements damaged by their operations. This shall include, but not be limited to; damage to existing pavement beyond the immediate project limits, side roads, curbs, and entrances.
 - e. All property pins removed or displaced shall be reset to its original location by a licensed Surveyor registered in the State of Missouri.
- B. No separate payment will be made for the protection of property. All costs pertaining to this item shall be included in the contract prices of other items.

TS-5 JOB SITE ADMINISTRATION

- A. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the County and other contractors in every way possible.
- B. The Contractor shall have on the work site at all times, as their agent, a competent superintendent capable of reading and thoroughly understanding the plans and Specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the County. The superintendent shall have full authority to execute orders or directions of the County without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.
- C. The Superintendent shall not be removed or replaced without prior written consent of the Owner.
- D. No separate payment will be made for job site administration. All costs pertaining thereto shall be included in the contract prices for other items.

TS-6 PRECONSTRUCTION MEETING

- A. Prior to starting work, a preconstruction 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 Contractor, and their subcontractors, utility representatives, as well as representatives of any other affected agencies that the County may wish to invite. The Contractor shall bring to the conference a tentative schedule of construction progress, materials lead time for delivery to job sites from suppliers or manufacturers, shop drawing submittals and other required submittals and certifications. Discussion items of significance that could affect project progress may include the following:

- a. Tentative construction schedule.
 - b. Lead times of materials from suppliers and/or manufacturers
 - c. Critical work sequencing.
 - d. Coordination with the County.
 - e. Designation of responsible personnel.
 - f. Procedures for processing field decisions and change orders.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of contract documents.
 - i. Submittal of shop drawings and product data.
 - j. Preparation of record documents.
 - k. Use of the premises.
 - l. Working hours.
- B. The County will schedule a Preconstruction Conference at location to be determined, no later than 20 days after the effective date of the Agreement and prior to commencement of construction activities. The County will conduct the meeting to review responsibilities and personnel assignments.
- C. Attendees will include representative from the County, the Contractor, subcontractors, manufacturers, suppliers, utility companies, and other concerned parties shall be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- D. The agenda will review items of significance that could affect progress, including topics such as the following:
- a. Introduction of attendees.
 - b. Distribution of Contract Documents.
 - c. Designation of responsible personnel.
 - d. Tentative construction schedule, including critical work sequencing.
 - e. Critical work sequencing.
 - f. Designation of responsible personnel.
 - g. Coordination with County.
 - h. Submittal of certified payrolls, wage interviews, and compliance with minority participation.
 - i. Procedures for processing field decisions and change orders.
 - j. Submittal of shop drawings and product data.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of contract documents.
 - m. Preparation of record documents by the Contractor.
 - n. Use of the premises (right-of-way and easements)ay and easements).
 - o. Working hours and holidays.
- E. No separate payment will be made for the preparation, attendance of the preconstruction meeting, or maintenance of the construction schedule. All costs pertaining to this item shall be included in the contract prices of other items.

TS-7 BUY AMERICA REQUIREMENT

- A. On all County, state, and federal-aid projects, the Contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA

except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

- B. Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.
- C. "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.
- D. Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per MoDOT Specification Section 1000.
- E. Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.
- F. Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form (https://epg.modot.org/forms/CM/CERTIFICATE_OF_MATERIALS_ORIGIN.pdf) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.
- G. Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The

certification shall be signed by an authorized representative of the prime contractor.

- H. When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

TS-8 SUBMITTALS

- A. General: The Contractor is required to provide documentation for the performance of the Work. These submittals are divided into administrative and procedural categories. They include, but are limited to the following:

a. Administrative Submittals

1. Permits
2. Applications for payment
3. Performance and maintenance bonds
4. Insurance certificates
5. List of approved subcontractors
6. M/W/VBE compliance
7. OSHA 10 Cards
8. Certified payrolls (Contractor and subcontractors)

b. Procedural Submittals

1. Contractor's project schedule
2. Shop drawings
3. Product data certifications

B. Submittal Procedures:

- a. Coordinate preparation and processing of submittals with performance or construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing of submittals for related activities that require sequential activity.

Coordinate transmittal of difference types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

The County reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- b. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
1. Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The County will promptly

advise the Contractor when a submittal being processed must be delayed for coordination.

2. If an intermediate submittal is necessary, process the same as the initial submittal.
 3. Allow two (2) weeks for reprocessing each submittal.
 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.
- c. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. The transmittal form should have the following information. Submittals received from sources other than the Contractor will be returned without action.
1. Project name
 2. Project number
 3. Date
 4. Name and address of contractor
 5. Name and address of subcontractor (if needed)
 6. Name and address of supplier/manufacturer
 7. Number and title of appropriate specification section
 8. Drawing number and detail reference
- C. Shop Drawings: Submit newly prepared information drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered a Shop Drawing. The Contractor shall not use any Shop Drawing without an appropriate final stamp indicating action taken in connection with construction.
- a. Shop Drawings include fabrication and installation drawings, layout drawings for reinforcing steel, falsework/forms, schedules, patterns, templates, and similar drawings. Include the following information:
 1. Dimensions
 2. Identification of products and materials included
 3. Compliance with specified standards
 4. Notation of coordination requirements
 5. Notation of dimensions established by field measurement
 - b. Sheet Size: except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 22" x 34".
 - c. Quantity Requirements: Except as otherwise specified, transmit six (6) copies all manufacturer's or fabricator's Shop Drawings to the County. Three (3) copies will be returned to Contractor.
 - d. Construction Record Drawings: The Contractor shall supply one full size (34" x 22") and one half size (17" x 11") AS-Built Construction Plans that includes AS-Built Surveyed drawings and electronic PDF (Portable Document Format) and AutoCadd drawings, current version, to the County. The AS-Built Construction Plans shall be provided to the County upon the completion of the construction project.
- D. Product Data: Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation

instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 1. Manufacturer's printed recommendations
 2. Compliance with recognized testing agency standards
 3. Application of testing agency labels and seals
 4. Notation of dimensions verified by field measurement
 5. Notation of coordination requirements
 - b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - c. Quantity Requirements: Except as otherwise specified, transmit six (6) copies all submittals of product data to the County. Three (3) copies will be returned to Contractor.
 - d. Distribution: Furnish copies of final submittal to installers, Subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 1. Do not proceed with installation until an approved copy of the applicable Product Data is in the installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.
- E. County's Action: Except for submittals for record, information, or similar purposes where action and return is required or requested, the County will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
- a. Action Stamp: The County will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 1. Approved: Where submittals are marked "Approved", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Approved As Noted: When submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Revise and Resubmit: When submittals are marked "Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat, if necessary, to obtain a different action mark. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 4. Rejected: When submittals are marked "Rejected", do not proceed with that part of the Work covered by the submittal. The information provided does not comply with the parameters noted in the Plans. The submittal shall be revised to meet the design

- requirements and resubmitted to the County for review.
5. Not Subject To Review: When submittals are marked "Not Subject To Review", the information provided is accepted as additional data for the files. No further action is required.
 - b. Regardless of how the submittal is stamped, the review and approval neither extends nor alters any contractual obligations of the County of the Contractor.
- F. **Contractor may submit electronic submittals such as emails or portable storage devices as an option, if approved by the County. County can request hard copies of any and all submittals throughout the project. ALL these electronic submittals shall be submitted to the County throughout the duration of the Construction Phases prior to Project Close Out phase of the project and prior to Final Payment. When the County, requests for submittals for Change Orders, Allowances, and Unit Prices, the Contractor shall provide ALL these submittals to the County prior to the installation of these items.**
- G. All necessary and applicable permits shall be secured for any work contemplated on public properties before commencing any activity. In all instances the applicant agrees to perform all work in accordance with the permit and to indemnify and hold harmless the County from all liability, judgments, costs, expenses and claims growing out of damages or alleged damages, of any nature to any person to property arising out of performance or non-performance of said work or the existence of facilities and/or appurtenances thereof.
- H. No separate payment will be made for any of the submittals associated with the completion of the Work. All costs pertaining to these items shall be included in the other contract prices.
- I. After execution of contract, substitution of product brands for those named in Specifications will be considered only if (1) request is received within thirty days after contract date and request includes statement showing credit due Owner, if any, if substitution product is used, or (2) Owner requests consideration be given to substitute brands.
- J. Materials and equipment proposed for substitution shall be equal or superior to that specified in construction efficiency, utility, esthetic design, and color, as determined by Architect whose decision shall be final without further recourse. Physical size of substitute brand shall not be larger than the space provided for it. Physical size and arrangement of components shall be such that there will be provided the clearances, reach range dimensions, approach space, and maneuvering space required by the Americans with Disabilities Act Accessibility Guidelines. Requests must be accompanied by full description and technical data, in three copies, including manufacturer's name, model, catalog number, photographs or cuts, physical dimensions, capacity, load rating, operating characteristics, and other information necessary for comparison.
- K. In proposing a substitution prior to or subsequent to receipt of bids, Contractor shall include in such proposal the cost of altering other elements of the project, including adjustments in mechanical-electrical service requirements, as necessary to accommodate such substitution; whether such affected elements be under their contract or under separate contracts.
- L. In preparing bid, Contractor shall check their sources of supply verifying catalog numbers and availability of materials and equipment specified. If later, any materials or equipment are

discovered to be discontinued, unavailable or their catalog numbers have been changed, are incorrect or ambiguous, Contractor shall consult Owner and, without an increase in contract sum, provide equivalent materials or equipment as selected by Owner.

- M. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- a. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
- i. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - ii. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - iii. Evidence that proposed product provides specified warranty.
 - iv. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - v. Samples, if requested.
- N. In preparing bid, if the Contractor encounters any redundancy or needs clarifications of products within the Specifications, then the contractor shall notify the Owner and/or Architect.
- O. Unless a delay is caused in whole, or in part, by acts or omissions within the control of the Owner or persons acting on behalf thereof (other than the Contractor or persons acting on behalf of the Contractor), the only remedy available to the Contractor for a delay shall be an extension of time. Unless a delay is caused in whole, or in part, by acts or omissions within the control of the Owner or persons acting on behalf thereof (other than the Contractor or persons acting on behalf of the Contractor), the Contractor agrees that whether or not any delay shall be the basis for an extension of time, the Contractor shall have no claim against the Owner or Architect/Engineer for:
- a. An increase in the Contract Sum;
 - b. A payment or allowance of any kind for damage, loss or expense, resulting from delays;
or
 - c. Any damage, loss or expenses, resulting from interruptions, accelerations, inefficiencies or suspensions of its work.
- P. Nothing herein shall be construed as granting an extension of time for delays caused, in whole or in part, by the Contractor or persons acting on behalf thereof.
- Q. If the Contractor utilizes a Construction Management software from the internet to use for for their electronic submittals, Request for Information (RFIs), Project Reports, construction photos, Punch Lists, Meetings, Schedule, Daily Log, Operations and Maintenance manuals, etc., then they shall keep the internet software ACTIVE throughout the duration of the Construction Phases prior to Project Close**

Out process of the project and prior to Final Payment.

TS-9 QUALITY REQUIREMENTS

- A. General: The Contractor will be fully responsible for complying with the Technical Specifications, Plans and other Contract Documents and shall obtain such certificates of compliance and have such tests made as will assure full compliance. Copies of such certificates and test reports shall be furnished to the County, prior to payment of pay items.
- a. Related Sections:
 - 1. General Conditions: responsibilities of inspection, correction, removal and acceptance
 - 2. Supplemental Conditions: responsibilities of testing
 - 3. Technical Specifications: submittal procedures
 - b. References:
 - 1. American Society for Testing and Materials (ASTM): technical standards for the various materials used on the project, including testing procedures
 - 2. Federal Highway Administration (FHWA): specifications and details for traffic control and safety
 - 3. American Association of State Highway and Transportation Officials (AASHTO): guidelines, specifications, and details for roadway safety
 - 4. Missouri Department of Transportation (MoDOT): standard details, specifications, guidelines, and procedures for roadway and structures
 - 5. Kansas City Chapter of American Public Works Association (KCAPWA): standard details, specifications, guidelines, and procedures for roadway and structures
 - c. Testing Agency: Prior to start of the Work, the County will identify the testing agency that will be used on the project from their Term & Supply Contract.
 - d. Test Reports: After each test inspection two (2) copies of the report to the County to share with the Contractor. The report shall include:
 - 1. Date issued
 - 2. Project title and number
 - 3. Name of inspector
 - 4. Date and time of sampling or inspection
 - 5. Identification of product and specifications section
 - 6. Location in the Project
 - 7. Type of test/inspection
 - 8. Date of test/inspection
 - 9. Results of test/inspection
 - 10. Conformance with Contract Documents
 - e. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor to the County, in quantities specified for Product Data.
 - f. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the County's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - g. Manufacturer's Field Reports: Submit reports for the County's benefit as contract administrator. Submit for information for the limited purpose of assessing conformance

with information given and the design concept expressed in the contract documents.

B. Control of Installation:

- a. The Contractor shall notify the County a minimum of 48 hours prior to expected time for operations requiring inspection and laboratory testing services. Such testing, or failure to test, on the part of the County shall in no way relieve the Contractor of complete responsibility for furnishing materials and constructing the Project in accordance with all of the Contract Documents.
- b. Special Testing or Inspection services arranged and paid by the County.
- c. **If a Special Inspection is required by the County such as steel testing, concrete testing, pressure testing, sprinkler system testing or items requiring testing per KCAPWA or MODOT, or local government agencies requirements, etc. did not get provided by the County thru their testing company, the County upon request shall receive from the Contractor the photos, certifications from the installer, concrete tickets, welding certifications, fire sprinkler system testing, fire line system testing, water service or watermain line testing, sanitary sewer line, ALL proper and legal documents, ALL utility companies verifications / approvals, etc. of the work items completed items per the specified contract bid items. The Contractor shall provide these items to the County in accordance with the submittal process prior to Close Out process of the project prior to Final Payment.**
- d. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- e. Comply with manufacturers' instructions, including each step in sequence. If manufacturer's instructions conflict with Contract Documents, request clarification from the County before proceeding.
- f. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- g. Have Work performed by persons qualified to produce required and specified quality.
- h. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer. Once installed, secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

C. Certificates of Compliance:

- a. The Contractor, prior to payment for the pay items, shall submit, in triplicate, certificate of compliance from manufacturers, producers, fabricators and suppliers of items to be incorporated in the work attesting that all items and materials supplied in connection with the work conform to the requirements of the Specifications, as provided in the various sections of these Contract Documents.
- b. Whenever the items so certified deviate from the requirements of the Technical

Specifications, Plans and other Contract Documents, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the County in writing, then the County's approval of such certifications will not constitute approval of the deviations.

- c. Said certificates may be accepted by the County as adequate evidence of compliance with the Contract Documents. However, at its option, the County may test any or all of said items for compliance. If found to be in compliance with the Contract Documents, the cost of testing will be borne by the County. If found to be not in compliance, the Contractor shall pay for such testing.
- D. Payment for testing shall be paid by the County in conformance with the Special Conditions. Retesting required because of non-conformance to specified requirements shall be performed by the same testing firm on instructions by the County. The Contractor shall bear all costs from such retesting at no additional cost to the County.

TS-10 TEMPORARY FACILITIES AND CONTROLS

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. **Delivery of Temporary Facilities and Construction items: The Jackson County Courthouse has a freight elevator available for deliveries by the contractor. The footprint of the freight elevator cab is 6.5' width x 5' deep x 10' Tall with a 2' x 1.5' hatch giving 3' extra height.**
- C. Water: Any water required to prepare concrete, mortar, for the project, or other construction products shall be from a potable source. Water from a stream, pond, etc. is unacceptable. Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections, backflow protection and extensions of services as required for construction operations.
- D. Electrical Power Service from Existing System: All power for lighting, operations of the Contractor's equipment, or for any other use which may be required for proper completion of the Work shall be provided by the Contractor. Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- E. Sanitary Facilities: Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

- F. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- G. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.
- H. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- I. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- J. Field Offices, General: Use interior space approved by the Owner. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate Project meetings. Keep office clean and orderly. Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the Owner only as necessary. Provide for temporary offices within construction area. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- K. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- L. HVAC Equipment: Unless Owner authorizes, provide vented, self-contained, liquid-propanegas or fuel-oil heaters with individual space thermostatic control. 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited. 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

M. TEMPORARY UTILITY INSTALLATION

- a. General: Install temporary service or connect to existing service.
 - i. Arrange with utility company and Owner for time when service can be interrupted, if necessary, to make connections for temporary services.
- b. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - i. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- c. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- d. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and

facilities.

- e. Heating and Cooling: Provide temporary heating and cooling required by construction activities for protecting existing construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - f. Ventilation and Humidity Control: Provide temporary ventilation as required by construction activities for protecting existing construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - g. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
 - h. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - i. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - i. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 - i. Provide additional telephone lines for the following: a. Provide a dedicated telephone line for each facsimile machine in each field office.
 - ii. At each telephone, post a list of important telephone numbers. a. Police and fire departments. b. Ambulance service. c. Contractor's home office. d. Contractor's emergency after-hours telephone number. e. Architect's office. f. Engineers' offices. g. Owner's office. h. Principal subcontractors' field and home offices.
 - iii. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- N. Fences: All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to better condition and to their original location.
- O. Traffic Controls: Comply with requirements of authorities having jurisdiction. Protect existing site improvements including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants.
- P. Parking: Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, County's operations, or construction activities. Provide temporary parking areas for construction personnel. Provide temporary parking areas for construction personnel. City and County Public parking lots two blocks north and south of project site are available for use by construction personnel. The County will have portions of Lot A, South Parking Lot of the JCCH building for the contractor's crew and equipment. Also, the County will have an area on the Ground Floor garage of the **Jackson County Courthouse (JCCH)**

building. The locations will be discussed at the Pre-construction meeting to the contract award contractor.

- Q. Noise Control: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

Construction activities, such as excavation, demolition, installation, erection, alteration, or repairs, adjacent to residential areas shall be limited to 7:00 a.m. and 6:00 p.m. on weekdays. In the case of urgent necessity in the interest of public safety, the Contractor may request a letter of permission from the County.

- R. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
- a. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - b. Remove snow and ice as required to minimize accumulations.
- S. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Waste Disposal Facilities shall be removed from project site on days indicated by City and/or County for full use of site and surrounding parking.
- T. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- U. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are protected, cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
- a. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work at no additional cost to the County.
- V. Temporary Use of Permanent and/or Restored Stairs: Use of permanent and/or restored stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

W. SECURITY AND PROTECTION FACILITIES INSTALLATION

- a. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- b. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and

- that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- c. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
 - d. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - e. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior. 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
 - f. Temporary Partitions: Provide floor-to-ceiling dustproof partitions, as necessary, to limit dust and dirt migration into preservation zones such as the offices and lab room.
 - i. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - ii. Protect air-handling equipment.
 - iii. Provide walk-off mats at each entrance through temporary partition.
 - g. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - i. Prohibit smoking at Project site.
 - ii. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - iii. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - iv. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

X. MOISTURE AND MOLD CONTROL

- a. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- b. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - i. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - ii. Remove materials that cannot be completely restored to their

manufactured moisture level within 48 hours.

Y. OPERATION, TERMINATION, AND REMOVAL

- a. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- b. Maintenance: Maintain facilities in good operating condition until removal.
 - i. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- c. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- d. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - i. Materials and facilities that constitute temporary facilities are property of Contractor.
 - ii. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

Z. Dust Control: Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing.

AA. Pollution Control: Contractor shall prevent the pollution of watercourses by sanitary wastes, sediment, debris, and other substances resulting from the construction activities. No sanitary wastes will be permitted to enter any watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any watercourse.

BB. GUIDELINES FOR OPEN EXCAVATIONS

- a. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are not permitted. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- b. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- c. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of

sufficient size to cause a fall and/or injury. Protective coverings shall meet OSHA requirements. Advance warning devices shall be installed as necessary.

- d. Any excavation that is not covered shall be fenced in such a way that it surrounds that entire area under excavation so as to prevent entry by any persons day or night. **The protective fencing shall be a minimum of 48" in height and Orange color.** The protective fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. Protective fencing shall meet OSHA requirements.
- e. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.
- f. The site shall be kept in a safe condition whenever the contractor is not active on the site. Public access to the site shall be restricted by the placement of "Temporary Plastic Safety Fence (Orange Plastic Mesh, 48-inches High)". Installation shall be according to manufactures specifications and locations shown on the plans. The Contractor shall place the 48" high orange plastic mesh fencing around the construction project areas that are open or will be exposed during the day and/or for the entire night.

CC. Trash Dumpster: It shall be the responsibility of the contractor to maintain accessibility to the trash and recycle bins for the building personnel as well as the trash company. the County will have portions of the Parking Lot of the Health Department building for the contractor to place their dumpsters. The Contractor shall coordinate with the County when they plan to have the dumpsters emptied or removed. The location will be discussed at the Pre-construction meeting to the contract award contractor.

DD. No separate payment will be made for furnishing, the installation of all materials and appurtenant work, maintenance, and removal of any Temporary Facility needed for the completion of the Work. All costs pertaining to these items of the Temporary Facilities shall be included in the other contract prices.

TS-11 DEBRIS CONTROL

- A. During construction, care shall be taken to ensure public safety in the project area. The Contractor shall maintain the project area so that it is free of debris at all times. As each major component of work is completed, excess materials and unnecessary equipment shall be removed from the project area and corresponding backfilling and clean up shall be done promptly.
- B. No separate payment will be made for the debris control. All costs pertaining to this item shall be included in the contract prices of other items.

TS-12 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 contract 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. Mobilization shall conform to Section 618 of the MoDOT Standard Specifications.
- C. Basis of Payment: Payment for mobilization will be made incrementally. Payment item for Mobilization will be Lump Sum of the ALL the Unit Bids.
 - a. Partial Payments. Each partial payment will be 25 percent (25%) of the contract price for mobilization. For purposes of this calculation, the original contract price will be construed as the total dollar value of all contract line items. The partial payments for mobilization will be paid incrementally as follows:
 - 1. The first partial payment will be made when five percent (5%) of the original contract amount is earned.
 - 2. The second partial payment will be made when ten (10%) percent of the original contract amount is earned.
 - 3. The third partial payment will be made when 25 percent (25%) of the original contract amount is earned.
 - 4. The fourth partial payment will be made when 50 percent (50%) of the original contract amount is earned.

TS-13 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing Asbestos Survey and Hazardous Material Inventory report for the existing building 1st Floor and 1st Floor Mezzanine, prepared by Terracon Consultants, Inc. on April 2, 2021, is available for viewing.

TS-14 PHOTOGRAPHIC DOCUMENTATION

- A. INFORMATIONAL SUBMITTALS
 - a. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
 - b. Digital Photographs: Submit unaltered, original, full-size image files within three days of taking the photographs.
 - i. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - ii. Identification: Provide the following information with each image description in file metadata tag: a. Name of Project. b. Date photograph was taken. c. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- B. PHOTOGRAPHIC MEDIA
 - a. Digital Images: Provide images in JPG format, with minimum size of 8

megapixels.

C. CONSTRUCTION PHOTOGRAPHS

- a. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - i. Maintain key plan with each set of construction photographs that identifies each photographic location.
- b. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - i. Date and Time: Include date and time in file name for each image.
 - ii. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- c. Preconstruction Photographs: Before commencement, take photographs of Project site, including existing items to remain during construction, from different vantage points, as directed by Architect. Submit photos at the first progress meeting.
 - i. Take at least 50 color photographs that show the existing site conditions before starting Work.
 - ii. Take at least 200 color photographs of the existing building to accurately record physical conditions at start of construction.
- d. Periodic Interior Restoration, Rehabilitation and Renovation Photographs: Take 80 color photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. Submit photos previously taken at each progress meeting.
- e. Final Completion Interior Restoration, Rehabilitation and Renovation Photographs: Take 200 interior color photographs after date of Substantial Completion for submission as Project Record Documents and 50 exterior photographs. Architect will inform contractor of desired vantage points.
- f. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
 - i. Three days' notice will be given, where feasible.
 - ii. In emergency situations, take additional photographs within 24 hours of request.
 - iii. Circumstances that could require additional photographs include, but are not limited to, the following: a. Immediate follow-up when on-site events result in construction damage or losses. b. Substantial Completion of a major phase or component of the Work.

TS-15 ASBESTOS REMOVAL

- A. The contractor work specified within the contract shall be the removal of asbestos-containing material or Hazardous Material encountered by contract with persons knowledgeable, qualified, and certified in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent demolition, construction, repairing,

cleaning of the affected environment.

B. All work shall be in accordance with all applicable federal, state, and local regulations.

C. **DEFINITIONS:**

- a. Asbestos - Any material that contains more than one percent (1%) Asbestos and is friable or is releasing Asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - b. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
 - c. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
 - d. Existing to Remain: Protect items indicated to remain against damage during demolition.
 - e. Hazardous Environmental Condition- The presence at the Site of Asbestos, Lead-Based Paint, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
 - f. Hazardous Waste- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 - g. Laws or Regulations- Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
 - h. Lead-Based Paint- Any paint, varnish, stain, or other applied coating that has one (1) mg or more of lead per square centimeter. The terms "leaded paint" and "lead-containing paint" are synonymous with Lead-Based Paint.
 - i. Petroleum- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
 - j. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the property of Jackson County, Mo..
- D. If the contractor encounters suspect Asbestos-Containing Materials (ACM) not previously identified in the contract, the contractor shall immediately notify the Owner in accordance with the contract requirements. The Contractor will have the suspect material sampled and tested, and the contractor shall not remove the additional suspect ACM until directed by the Testing company that is hired by the contractor.
- a. The asbestos removal designee shall supply all labor, materials, equipment, services, insurance (if designee is contract personnel), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.
 - b. The contractor shall monitor and test for airborne asbestos particles during

working hours within the area of the property or fence line. The contractor shall conduct operations to keep airborne particles beyond this area within the established regulation limits. The contractor shall furnish the Owner copies of correspondence, test results, recommendations and other information to document contractor's compliance with the following requirements:

- c. When asbestos removal is completed, all work shall be inspected by the contractor for the presence of asbestos debris. Removal and cleaning shall continue until air monitoring clearance testing indicates the level of airborne fibers meets required levels. The engineer shall be notified when sampling is started. The contractor shall provide documentation to the Owner within 24 hours after the sampling has been completed that the level of airborne fibers meets required levels.
 - d. For asbestos abatement projects requiring third party air monitoring as determined by the Owner based on Contractor findings within the job, the contractor shall cooperate and coordinate with the Owner and the third party air sampler designated by the Contractor and approved by the Owner to perform the third party air sampling. The contractor shall provide to the engineer a minimum of 48 hours notice of the time when the services of the third party air sampler will be required as a result of the contractor's work. The contractor shall arrange work so as not to interfere with the third party air sampler's ability to conduct the necessary air sampling. The contractor and the third party air sampler shall work cooperatively with the engineer in a sequence such that air sampling shall be conducted in a proper and timely manner by the third party air sampler with minimal interruption to any other party.
 - e. Contractor shall protect the existing surfaces from damage.
 - f. If the Contractor encounters Asbestos of items that they are planning to salvage, then No salvage of items containing asbestos material will be permitted.
 - g. Post caution signs in and around the work area to comply with OSHA Regulation 29 CFR 1910.1001(g)(1).
 - h. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable, in emergency evacuation and evacuation procedures to be followed in the event of compressor failure shall be included in worker training prior to commencement of work.
 - i. All respiratory protection shall be provided to workers in conjunction with a respiratory protection program which shall meet the requirements of 29 CFR 1910.134(b)(1-11). This program shall be posted at the work site.
 - j. Provide workers with personally issued and marked respiratory equipment approved by The National Institute for Occupational Safety and Health (NIOSH).
- E. **Contractor shall perform the asbestos removal and work after hours starting at 6:00 p.m. and ending at 10:00 p.m. during the Weekdays unless weekend work is approved by the Owner.**
- F. Manufacturer's certification that vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conform to ANSI 29.2-79.
- G. Respiratory protection shall be worn by all persons potentially exposed to asbestos or Hazardous Materials from the initiation of the asbestos demolition project until all areas have

been given clearance. Clearance shall be obtained by visual inspection and air monitoring.

- H. All removal shall be performed inside of a “gross” removal containment.
- I. The Contractor shall provide adequate electrical for the asbestos removal such as at least two 20 amp circuits. All the bathrooms have an interior existing outlet(s). Regardless, the Contractor shall provide Temporarily Lighting and/or Electrical connections.
- J. Contractor shall provide clearance air monitoring.
- K. DISPOSAL:
 - a. All RACM and Category I nonfriable ACM shall be disposed of within seven days of removal from the building or structure. All RACM and ACM shall be disposed in accordance with applicable EPA, OSHA, MDNR and local agencies’ regulations.
 - b. The contractor shall identify or mark hauling vehicles used to transport asbestos waste during loading, transporting and unloading in accordance with applicable regulations for transporting asbestos waste. The waste shall be transported in enclosed roll-offs or dumpsters, vehicles that have completely enclosed cargo areas, or a four-sided cargo area that shall be completely covered with two layers of 6-mil thick plastic sheeting or equivalent covering while the waste is being transported.
 - c. The contractor shall provide a Waste Shipment Record to the waste site owner or operator at the time the waste is delivered to the waste disposal site. A copy of the Waste Shipment Record shall be provided to the engineer.
- L. The Contractor shall provide to the Owner a permit from the Missouri Department of Natural Resources (MDNR) prior to starting any and all asbestos removal. No waiver will be granted.
- M. Perform Disposal preparation work in accord with MDNR Air Quality Ordinance Disposal bags shall be properly labeled in accordance with EPA, DOT and OSHA. Additionally, label bags or containers containing asbestos debris as follows:
 - Jackson County, MO Courthouse**
 - 415 East 12th Street**
 - Kansas City, MO 64106**
- N. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste, post in accord with the NESHAP Standard - DANGER, ASBESTOS DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY.
- O. Waste shall be transported in enclosed roll-offs or dumpsters or vehicles that have completely enclosed cargo areas.
- P. Debris containing asbestos or lead-based paint chips should be handled and disposed of in accordance with all applicable local, State, and Federal requirements.
- Q. Transport waste to a MDNR approved landfill. Complete a waste shipment record for each load of waste in accord with the NESHAP Standard. Return the record, signed by waste

disposal site owner/operator to Jackson County Public Works Inspector **within 10 working days upon receipt of completely executed waste shipment record.**

R. Submittals After Asbestos Removal Completion

S. Upon **completion** of the project, the contractor will submit a report to the Owner's representative that describes the work that was performed. All submittals will be provided within 30 days. The report will include the following:

- a. Work Site Daily Logs, indicating at a minimum
- b. Work performed
- c. Amount of material removed
- d. Names of workers present on job site
- e. Times that those workers were present
- f. Documentation of Disposal
- g. Copies of any change orders, etc. and any supporting documentation

T. CLEANING After Asbestos Removal

- a. Cleaning all remaining surfaces within the work area shall be thoroughly cleaned to remove loose dust. The cleaning shall be performed using damp cloths wetted with a cleaning solution, as described in this work plan, and vacuum cleaners equipped with HEPA filters. The negative air machines will be in continuous operation throughout the cleaning phase. Caution: Cleaning may introduce water into the containment area. The remediation contractor is responsible for following the appropriate lock out/tag out procedures for any electrical components in the work area. The remediation contractor is also responsible for protecting all live electrical circuits running into and through the work area.
- b. Cleaning Solution for surfaces that have been damaged by water and/or mold, as well as, areas where there is a possibility of mold regrowth (e.g., wall cavities and studs) shall be thoroughly cleaned with an appropriate cleaning solution. Any chemicals to be used must be designated as EPA Approved. Because the solution may be a reactive chemical, damage to porous materials might occur. The remediation contractor shall use due care when applying this solution. Adequate ventilation and proper worker PPE, in accordance with the product's specifications and guidelines, must be maintained, during use of any cleaning solutions. The cleaning solution must meet the following requirements:
 1. It must have an EPA approval number
 2. It must be used for the approved purpose
 3. It must be used according to the label instructions.

U. Worker Protection Personal Air Monitoring shall be enforced throughout the project. Personal air sampling is conducted during renovation or abatement projects to determine an employee's exposure (outside any respirator) to airborne fibers. Representative, daily personal monitoring during abatement projects is required by the OSHA Asbestos Standard

at Title 29 Code of Federal Regulations (29 CFR) 1926.1101.

- V. Contractor shall provide two days notice prior to scheduling this work.
 - a. Third Party Air Monitoring or in monitoring abatement activities shall be enforced during the duration of the Abatement Removal. The Owner's representative and/or testing company shall assist on the monitoring process.
- W. **The Contractor shall hire the Abatement company to test, evaluate, remove the ACM and provide documentation and report to the Owner. The Abatement testing company shall be approved by the Owner and shall follow ALL the Jackson County, MO. Compliance Review office requirements.**
- X. A Limited Lead-Base Paint Testing Letter dated 10/28/22 by New Horizons, LLC was provided to JCPW for the North and West Vestibules of the Jackson County Courthouse. Contractor can view the letter and data as an Attachment with this contract.
- Y. There is a \$5,000 Allowance for the unit Bid item for the "Allowance for Hazardous Material Abatement". The cost for the ACM testing company and the contractor's certified ACM specialist for testing, evaluation, documentation, report and removal of the hazardous material will be subsidiary to this Unit Bid. The payment process will follow the Force Account specifications. If this Allowance is not used, then it will be a credit to the Owner for the project.

TS-16 DISPOSAL OF EXCESS MATERIAL

Excess materials shall be legally disposed of at locations outside the right-of-way and provided by the Contractor. No direct payment will be made for this work.

TS-17 FORCE ACCOUNT

- A. Force Account shall conform to Section 105.1.1 Authority of Engineer, Section 109.4.3 Equitable Adjustment, Section 109.4.4 Application of Force Account, and Section 109.5 Force Account Computation of the Missouri Standard Specifications for Highway Construction (2022).
- B. 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.
- C. Payment for the work performed under this Technical Specification shall be made in accordance with the bid unit prices where the requested work is covered by an item listed in the bid. If the work is not represented by a unit price listed in the bid, payment will be in accordance with the General Conditions and more specifically GC-35 "Extra Work".

TS-18 ITEMS NOT LISTED IN THE BID

There will be no measurement or separate payment for any items of work not specifically identified and listed in the Bid, and all costs pertaining thereto will be included in the contract unit prices for other items listed in the Bid.

TS-19 SUBSIDIARY WORK

All work shown in the plans or referred to in the Technical Specifications and not specifically set forth in the Itemized 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.

TS-20 ESTIMATED QUANTITIES

- A. Payment for the following listed items will be based on the contract quantity shown on the plans. No final measurement of quantities will be made.
- a) Clearing and Grubbing
 - b) Earthwork
 - c) Removal of Improvements
 - d) Removal of Structure
 - e) Traffic Control
 - f) Erosion Control
 - g) Sod
- B. In the event of authorized changes, during construction, or appreciable error found in an estimated quantity, the Contractor may request in writing that a final measurement for payment be made of that item. Additionally for the above noted reasons the Engineer may make a final measurement for payment. If a measurement and re-computation of the quantity is done it shall be accordance with these Technical Specifications and the Standard Specifications and payment made based on the unit price noted in the bid.

TS-21 PERMITS

The County will provide the General Contractor a permit from the Building Inspector with JCPW Planning and Zoning, at no additional cost.

TS-22 FOUNDATION STABILIZATION

- A. Description: This work shall consist of constructing a stabilized foundation to construct the concrete retaining walls as shown on the plans by placing and compacting suitable materials in the areas of deep voids and when unsuitable materials if they are encountered.
- B. A Geotechnical Report was not obtained for the soils for this project. Prior to installing any new retaining walls, the contractor shall provide to JCPW the soil bearing capacity for the foundation stabilization in the soils report. The report shall provide recommendations of types, sizes, etc. of stabilization material(s). the report shall be signed and sealed by a registered Missouri Professional Engineer.
- C. Contractor shall notify the County of any unusual soil conditions that are in variance with the Geotechnical Report or when different bearing material is evident and there is a question of bearing capacity due to unsuitable soils.
- D. Construction: The unsuitable material under the concrete retaining walls as shown on the plans up to a depth of 3-feet below the bottom of the footings and concrete foundation, shall be removed. The County shall determine if the remaining material is acceptable to construct the foundation stabilization or an additional material shall be removed. The

excavated material shall not be placed into the channel of a stream.

- E. Foundation Stabilization Material: The aggregate used for backfill material may consist of gravel and crushed stone, commonly referred to as “4-inch Minus”. The requirements for the gradation of the material will apply to all potential uses of this material, unless otherwise specified on the plans or in the contract documents.

Sieve Size	Percent Passing by Weight
4 inch	100
1-1/2 inch	85 – 80
3/4 inch	55 – 45
No. 4	20 - 10
No. 40	0 – 60
No. 200	0 – 10

- F. Construction Requirements: The aggregate material shall be placed in maximum of 12-inch lifts to the elevation at the bottom of the concrete retaining wall foundation. The material shall be compacted to 95% of Standard Proctor.
- G. Method of Measurement: The area shall be measured to the nearest cubic yard and report the quantities to JCPW Engineering.
- H. Basis of Payment: Payment will be made **SUBSIDIARY** to the contract unit prices of the Retaining Walls and Ramps for the applicable item of Foundation Stabilization. The excavation of the unsuitable material will be made **SUBSIDIARY** to the contract unit prices of the Earthwork for the applicable item of Class 4 Excavation.

TS-23 CLSM FOR ALTERNATE BACKFILL FOR ADA RAMPS

- A. Backfilling ALTERNATE of New ADA Ramps with CLSM shall be in accordance with Section 621, “Flowable Backfill” of the MoDOT Standard Specifications except as herein modified:
- B. The ramps structure shall be backfilled with Controlled Low Strength Material (CLSM). CLSM is also referred to Flowable Backfill or Flowable Fill Mortar.
- C. Prior to adding CLSM as a backfill for the ADA Ramps structures, the Contractor shall install 4” thick Clean 1/2” Aggregate along the perimeter of the ADA Ramps.
- D. The CLSM shall be installed in accordance with OSHA Standards requirements.
- E. The additional Excavation for the CLSM installation shall be subsidiary to “Class 4 Excavation” unit bid.
- F. Modify Section 621.3, “Composition of Mixture”, by adding the following:
 - a) “The 28-day compressive strength of the CLSM mixture shall exceed 150 psi.”
- G. Modify Section 621.3.2, “Commercial Mixtures”, by adding the following:
 - h) Air entraining admixture shall be added as a settlement compensator, whenever the Flowable Backfill will be used to fill an enclosure. The dosage shall be

sufficient to result in an air content of 15 to 25 percent at the time of placement of the Flowable Backfill.

- H. Modify Section 621.4, "Construction Requirements", by adding the following:
- a) Prior to filling operations, the Contractor shall remove and dispose of the silt and clean the culvert of any materials that will restrict the flow of the fill material.
 - b) Filling shall begin at the downstream location of the existing culvert.
 - c) Provide temporary bulkheads with air vents at the upstream and downstream ends of the culvert.

MEASUREMENT

- A. Modify Section 621.5, a subsection of Method of Measurement, by adding:
- a) "No measurement will be made of "**CLSM for Alternate Backfill for ADA Ramps**" except as specified in TS-2 ESTIMATED QUANTITIES."
 - b) Approved batch delivery tickets shall be provided to the County. The quantity of the CLSM shall not exceed the theoretical interior volume of the backfill for the ADA Ramps.

PAYMENT

- A. Modify Section 621.6, a subsection of Basis of Payment, with the following:
"**CLSM for Alternate Backfill for ADA Ramps**" shall be **SUBSIDIARY** to the contract unit prices of the Retaining Walls and Ramps and as described in TS-2, Estimated Quantities."
The basis of Measurement and Payment for adding the Clean 1/2" Aggregate prior to adding the CLSM shall be **SUBSIDIARY** to the contract unit prices of the Retaining Walls and Ramps. Payment shall be made in full upon final inspection approval of all the aggregate by JCPW Engineering.

TS-24 TEMPORARY 6 FT TALL SITE ENCLOSURE FENCE

- A. Temporary 6 ft Tall Site Location Fencing Panels Design Requirements:
- a) Construction fencing in and around the Jackson County Courthouse as shown on the plans must be erected before any construction work, excavation or other site preparation begins, including repair to existing infrastructure. Design of all construction fencing must meet current OSHA standards. Two weeks minimum notice to be provided to the County before any temporary construction fencing panels, or gates are erected.
 - b) Fencing needs to be installed to prevent access from the general public to any construction sites/areas as specified in the plans.
 - c) Placement of any fencing needs to respect the surrounding area and acknowledge the presence of: local environmental conditions – access or pathways, stairs, trees or vegetation, weather, equipment, working inside or outside, etc. Placement needs to recognize the difficulties that individuals with sight impairment face and not place them in danger from unexpected changes in travel routes or placement of obstacles. Placement of any construction fencing is to be reviewed by the County to ensure compliance with "Interim Life Safety Measures" protocols.

- d) The duration of project length will determine the type of protective barrier to be put in place. The Temporary 6ft Tall Site Location Fencing Panels will surround the construction activities as shown on the plans and be kept in place throughout the construction activities and not removed until the need has ceased and the area made safe.
 - e) Under special circumstances custom designed fencing graphics may be installed around a major construction project. This may include covered walkways. Any graphics material will need to be presented and coordinated with the County prior to placement on the Temporary 6ft Tall Site Location Fencing Panels or Gates.
 - f) Where required, warning lights such as orange flashing lights may be required for safety reasons. Placement to be in accordance with OSHA standards.
 - g) Where construction activity interferes with vehicle access, signs are to be provided indicating "reducing lane width ahead" or other appropriate messages in accordance with Manual Uniform Traffic Devices (MUTCD), current edition. Signs must not interfere with pedestrian movements and be compliant with, County, MUTCD and ADA standards.
- B. Site Plan: The location of the Temporary 6ft Tall Site Location Fencing Panels needs to be reviewed by the County a minimum of three weeks prior to its installation. Contractor shall provide site logistics plans for each phase of construction showing the extent of fencing and any access points with the fencing.
- C. Materials: Chain linked fencing must be a minimum of 72" high and be in accordance with OSHA requirements and the relevant local codes. Fencing will include a top and bottom rail. The chain link fence is to be made of galvanized steel and suitable for its intended purpose. No twisted wire is to protrude on the exterior side of the fence. No visible gaps in the fencing are allowed, including between panels or under them. Gates must close tightly with no gaps in or around them.
- D. Site Access Control: Openings in the fence will be secured with gate(s) and chain with a series of padlocks to allow the County and the contractor access.
- E. Where covered walkways are required for pedestrian safety, this will be designed to OSHA standards. The Contractor shall keep a minimum of 4 ft wide walkway path open to Public Access of the 6 ft wide west sidewalks to Oak Street at all times with notification signs in accordance with MUTCD and ADA standards. The location is to be reviewed by the County a minimum of three weeks prior to placement. The 6 ft wide west sidewalk shall be kept clean from debris and silt at ALL times during construction.
- F. Temporary 6ft Tall Site Location Fencing Panels will be supported by metal posts inserted into ground in accordance with OSHA standards. Where moveable fencing used, this will be secured by sandbagged stands. Sandbags will be maintained intact without tears or holes and positioned on the interior side of construction fence.
- G. If dumpsters are within the Construction Limits, then they shall be within the Temporary 6ft Tall Site Location Fencing Panels.
- H. Each side of fenced area to be signed "Authorized Personnel Only". Signage to be in accordance with OSHA and MUTCD standards. For long runs of fencing, multiple signs may be installed at not less than 24 ft on centers.
- I. If the Temporary 6ft Tall Site Location Fencing Panels is placed inside the KCMO

existing Right-of-Way on Locust St, Oak St, and E 12th St., then the Contractor shall acquire a permit from the City of Kansas City prior to start of construction and provide a copy of the permit to the County.

- J. Contractor is responsible for the removal and site cleanup or repair from any protective fencing once the need has ceased.
- K. The Contractor is responsible for hiring a suitably qualified Sub Contractor experienced in the installation of construction fencing and related materials and aware of the field conditions for each installation.
- L. The Contractor is to ensure that all construction fencing is correctly anchored in place, with a special review procedure in place when excessive / high winds, inclement weather, or snow are anticipated during construction. Any corrective measures are to be made at the Contractors expense. The Contractor shall inform the County in a timely manner that the corrective measures has taken place. The County shall not incur any additional costs of the construction fencing repairs or fixes by the contractor. All repairs and fixes of the construction fencing shall be the sole expense of the contractor.
- M. The County, at its discretion, may place informative signage on the construction fencing. If the Contractor wishes to place signage on the construction fencing, it has to be reviewed by the County.
- N. No measurement will be made for the Temporary 6ft Tall Site Location Fencing Panels.
- O. The basis of Payment for adding the Temporary 6ft Tall Site Location Fencing Panels and appurtenances, signs, installations, submittals, plan layout, etc. shall be **SUBSIDIARY** to the contract unit prices of the **“Temporary 6ft Tall Site Location Fencing Panels”**.

TS-25 WEST ENTRANCE AND NORTH PLAZA CONSTRUCTION PHASING

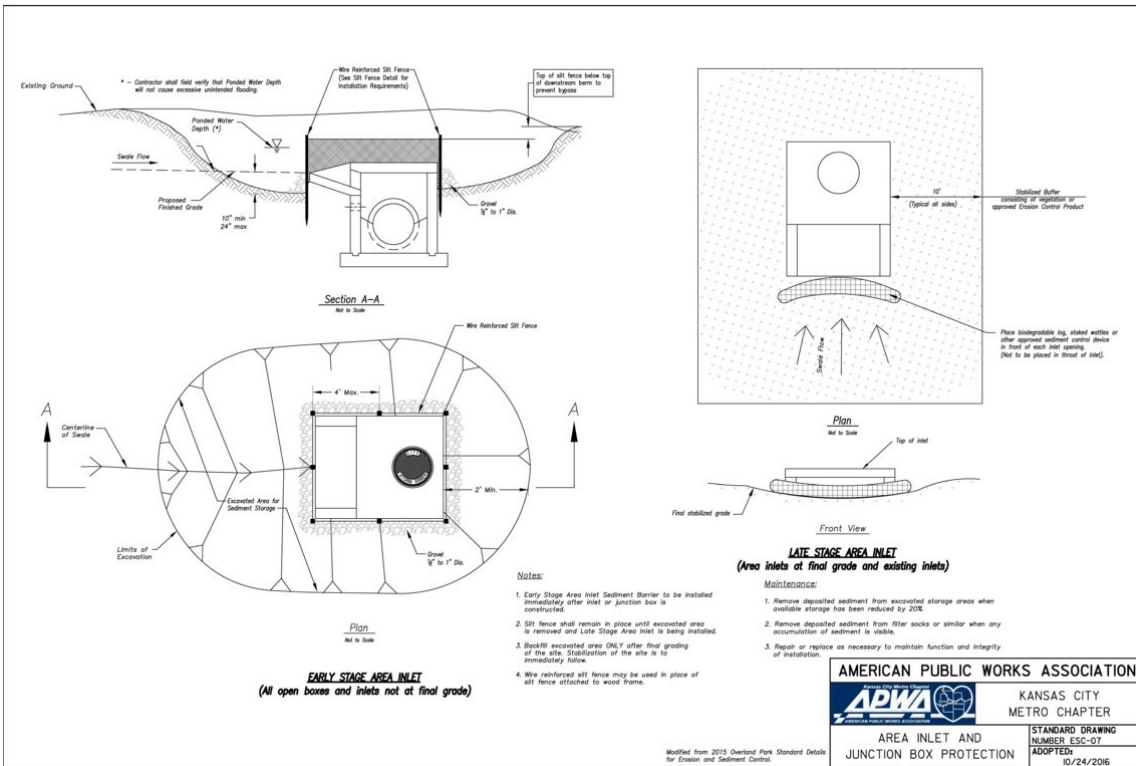
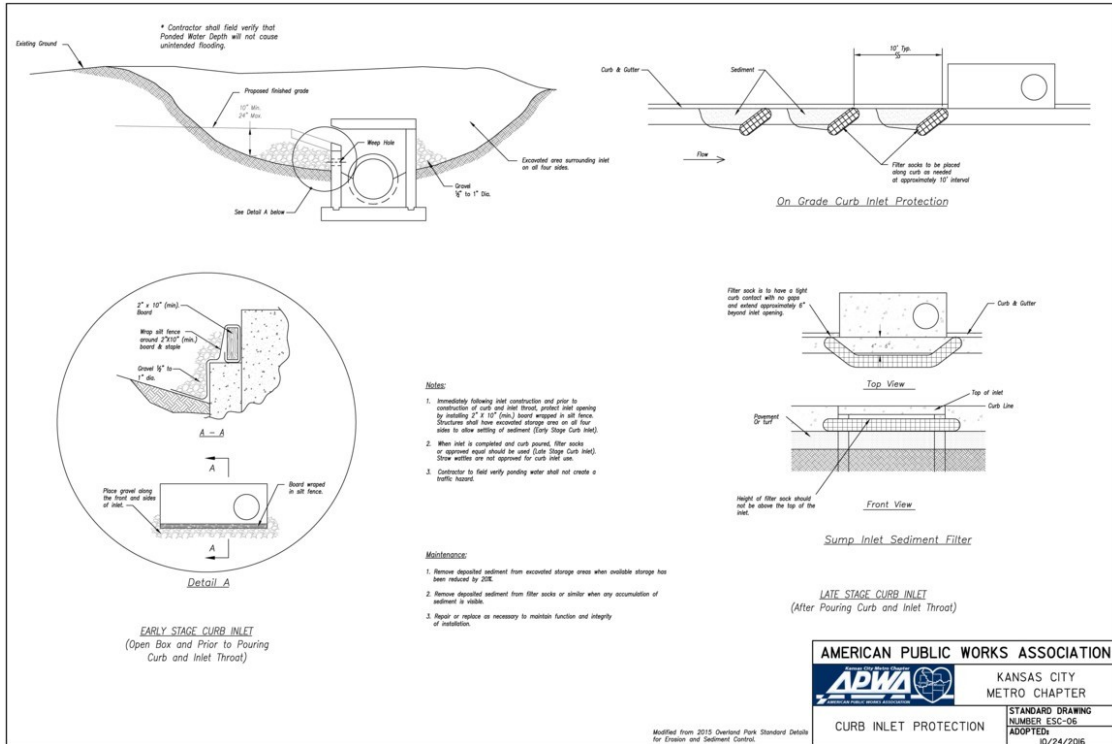
- A. This project will require Construction Phasing to occur since the Jackson County Courthouse needs to allow Public Access to the building at all times during business hours.
- B. The West Entrance shall remain open until the North Plaza construction improvements is completed.
- C. Construction Phase 1 is the construction improvements to the North Plaza area.
- D. Construction Phase 2 is the construction improvements to the West Stairs upon the County's approval of the North Plaza construction items are to a Substantial Completion to allow for Public Access.
- E. The Contractor shall keep a minimum of 4 ft wide walkway path open to Public Access of the 6 ft wide west sidewalks to Oak Street at all times with notification signs in accordance with MUTCD and ADA standards. The 6 ft wide west sidewalk shall be kept clean from debris and silt at ALL times during construction.
- F. The Contractor shall continue to work on the rest of the scope of work as outlined in this contract in accordance with the plans and specifications even with the Construction

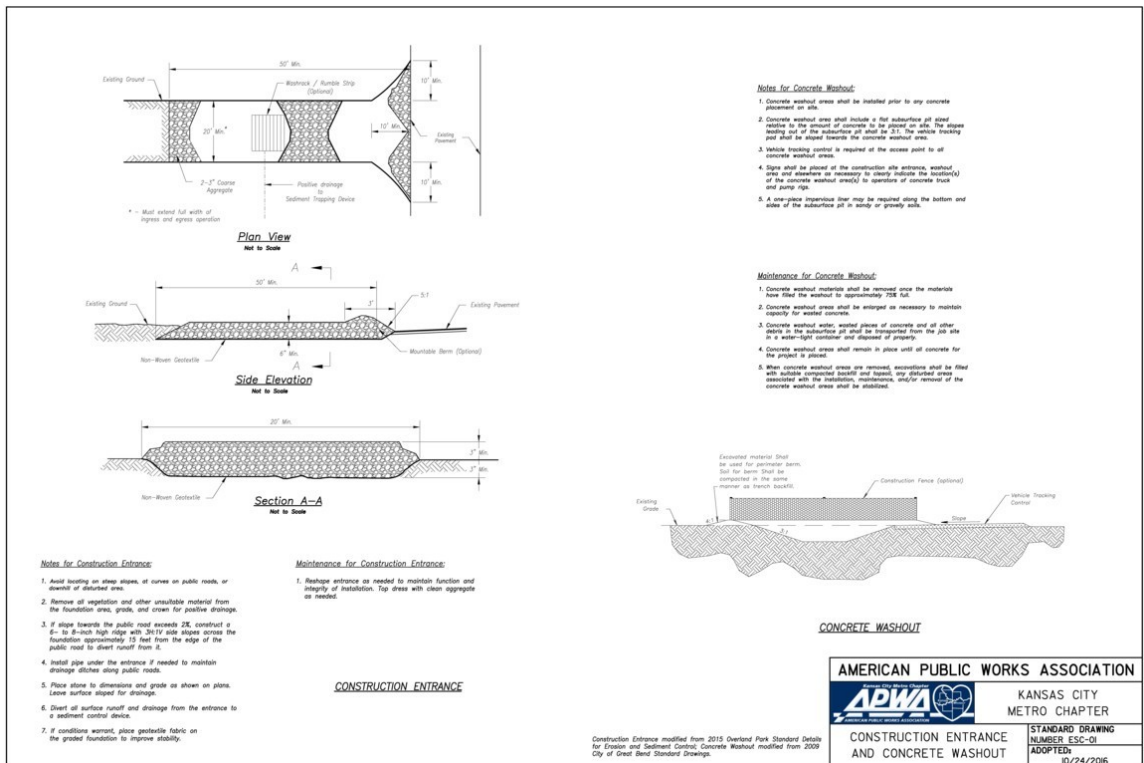
Phase 1 and 2 requirements.

- G. No separate payment will be made for the Construction Phasing. All costs pertaining to this item shall be included in the contract prices of ALL the bid items for this project.

TS-26 TEMPORARY EROSION CONTROL FOR CURB INLETS, AREA INLETS, JUNCTION BOXES, CONCRETE ENTRANCE AND CONCRETE WASHOUT

- A. Temporary Erosion Control for Curb Inlets Protection, Area Inlets Protection, Junction Boxes Protection, Concrete Entrance and Concrete Washout shall conform to the Kansas City Metro Chapter American Public Works Association (KCAPWA) Division II Construction and Material Specifications Section 2150 Erosion and Sediment Control and Division III Standard Drawings Erosion and Sediment Control, current edition.
- B. The Contractor shall follow the following installation details for the Temporary Erosion Control items within this section:





- C. For better clarity, the above details are shown on the following internet website:
<http://kcmetro.apwa.net/PageDetails/439>.
- D. The Temporary Erosion Control KCAPWA detail for the Silt Fence is within the construction plans. Contractor shall follow the detail for the Silt Fence and the specifications within KCAPWA Section 2150 shall be installed in accordance within the construction plans for this project.
- E. No measurement will be made for the Temporary Erosion Control for the Curb Inlets Protection, Area Inlets Protection, Junction Boxes Protection, Concrete Entrance and Concrete Washout.
- F. The basis of Payment for adding the Temporary Erosion Control for the Curb Inlets Protection, Area Inlets Protection, Junction Boxes Protection, Concrete Entrance, Concrete Washout, and Silt Fence shall be **SUBSIDIARY** to the contract unit prices of the **“Temporary Erosion Control”**.

END OF SECTION

Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Gunter Construction Company
520 Division Street
Kansas City, KS 66103
2023 Certificate: 20230614VC230

Issued: 2023-06-14

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org



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Gen. Business - For Profit Details as of 8/1/2023

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click **FILE ONLINE**.

File Registration Reports - click **FILE REGISTRATION REPORT**.

Copies or Certificates - click **FILE COPIES/CERTIFICATES**.

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Amended Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES/ CERTIFICATES](#)

General Information	Filings	Principal Office Address	Contact(s)
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Name(s)	GUNTER CONSTRUCTION COMPANY	Principal Office Address	520 Division St Kansas City, KS 66103-1904
Type	Gen. Business - For Profit	Charter No.	F01294849
Domesticity	Foreign	Home State	KS
Registered Agent	James, G. Edgar 4435 Main St Ste 910 Kansas City, MO 64111-1806	Status	Good Standing
Date Formed	2/14/2013		
Duration	Perpetual		
Report Due	5/31/2024		

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

Confirmation Memorandum

Jackson County Missouri - Department of Public Works

TO: Heather Berger
Taxpayer Services Supervisor
Collection Department

FROM: Chris Jenkins
Project Manager, Civil Engineer I
Public Works – Engineering Division

DATE: July 31, 2023

SUBJECT: Request for Tax Clearance
Construction Services for the Exterior Improvements for the Jackson
County Courthouse
Project No. 3275
Invitation to Bid (ITB) No. 23-037

In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that the below listed Company and/or individuals be verified as being listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Gunter Construction Co.
520 Division Street
Kansas City, KS 66103

Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	0	0
MERCHANTS	0	0
INDIVIDUAL	0	0
REAL ESTATE	0	0

LaBlue
Signature (Person Verifying)

July 31, 2023
Date

cc: Construction/Contract File

Collection Dept. concludes that there are no Jackson County business tax accounts active for the year 2022 and prior. CUB

AFFIDAVIT

STATE OF Kansas)
) SS.
COUNTY OF Leavenworth)

Christina Gunter of the city of Kansas City, KS
County of Wyandotte State of Kansas being duly sworn on her or his oath, deposes and says,

1. That I am the President (Title of Affiant) of Gunter Construction Company (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2022, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Gunter Construction Company (Name of Bidder)

By: [Signature] (Signature of Affiant)

Christina Gunter, President (Title of Affiant)

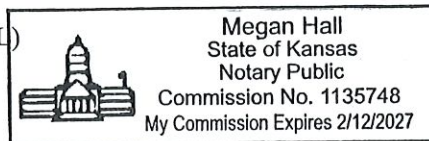
Subscribed and sworn to before me this 27th day of June, 2023

[Signature]

NOTARY PUBLIC in and for the County of Leavenworth (SEAL)

State of Kansas

My Commission Expires: 2.12.2027



7-5-2023 Bid Form from Gunter Construction Company

CONSTRUCTION SERVICES FOR THE EXTERIOR IMPROVEMENTS A THE JACKSON COUNTY COURTHOUSE FOR THE JACKSON COUNTY, MISSOURI PUBLIC WORKS DEPARTMENT, PROJECT NUMBER 3275

INVITATION TO BID # 23-037

ADDENDUM 1

Item No.	Specs	Description	Quantity	Units	Unit Price	Total Price
		Bid Items (Design (as directed by County and/or Architect), Supply and Install ALL bid items)				
1		General Conditions	1	Lump Sum	\$ 196,000.00	\$ 196,000.00
2		Bonds	1	Lump Sum	\$ 48,000.00	\$ 48,000.00
3	24119	Demolition	1	Lump Sum	\$ 160,000.00	\$ 160,000.00
4	32000	Concrete Reinforcing (For Walls and Ramp Slab on Grade)	1	Lump Sum	\$ 72,000.00	\$ 72,000.00
5	33000	Cast-In-Place Concrete (For Walls and Ramp Slab on Grade)	1	Lump Sum	\$ 450,000.00	\$ 450,000.00
6	40110	Masonry Cleaning	1	Lump Sum	\$ 99,000.00	\$ 99,000.00
7	40140	Stone Repointing	1	Lump Sum	\$ 177,000.00	\$ 177,000.00
8	47200	Cast Stone Masonry	1	Lump Sum	\$ 71,000.00	\$ 71,000.00
9	55000	Metal Fabrications	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
10	55213	Pipe and Tube Railings	1	Lump Sum	\$ 22,000.00	\$ 22,000.00
11	57300	Decorative Metal Railings	1	Lump Sum	\$ 315,000.00	\$ 315,000.00
12	71113	Bituminous Dampproofing	1	Lump Sum	\$ 14,000.00	\$ 14,000.00
13	71900	Water Repellents	1	Lump Sum	\$ 32,000.00	\$ 32,000.00
14	79200	Joint Sealants	1	Lump Sum	\$ 68,000.00	\$ 68,000.00
15	84236	Balanced Door Entrances and Hardware	1	Lump Sum	\$ 673,000.00	\$ 673,000.00
16	87100	Door Hardware	1	Lump Sum	\$ 77,000.00	\$ 77,000.00
17	88800	Glazing	1	Lump Sum	\$ 23,000.00	\$ 23,000.00
18	99113	Exterior Painting	1	Lump Sum	\$ 52,000.00	\$ 52,000.00
19	99123	Interior Painting	1	Lump Sum	\$ 6,000.00	\$ 6,000.00
20	99300	Staining and Transparent Finishing	1	Lump Sum	\$ 9,000.00	\$ 9,000.00
21	101426	Post and Panel Signage	1	Lump Sum	\$ 13,000.00	\$ 13,000.00
22	124600	Site Furnishing Accessories	1	Lump Sum	\$ 35,000.00	\$ 35,000.00
23	230100 to 230553	HVAC Mechanical, Sleeves and Sleeve Seals, Meters and Gauges, Ball Valves, Hangers and Support, and Identifications	1	Lump Sum	\$ 144,000.00	\$ 144,000.00
24	230719	HVAC Piping Insulation	1	Lump Sum	\$ 41,000.00	\$ 41,000.00
25	232113	Hydronic Piping	1	Lump Sum	\$ 138,000.00	\$ 138,000.00
26	232213	Steam and Condensate Heating Piping	1	Lump Sum	\$ 65,000.00	\$ 65,000.00
27	232216	Steam and Condensate Piping Specialties	1	Lump Sum	\$ 13,000.00	\$ 13,000.00
28	235700	Heat Exchangers for HVAC	1	Lump Sum	\$ 10,000.00	\$ 10,000.00
29	238319	Hydronic Snow Melt System	1	Lump Sum	\$ 90,000.00	\$ 90,000.00
30	260000 and 260510	Basic Electrical Requirements, Materials, and Methods	1	Lump Sum	\$ 168,000.00	\$ 168,000.00
31	260519	Low-Voltage Electrical Power Conductors and Cables	1	Lump Sum	\$ 24,000.00	\$ 24,000.00

7-5-2023 Bid Form from Gunter Construction Company

CONSTRUCTION SERVICES FOR THE EXTERIOR IMPROVEMENTS A THE JACKSON COUNTY COURTHOUSE FOR THE JACKSON COUNTY, MISSOURI PUBLIC WORKS DEPARTMENT, PROJECT NUMBER 3275

INVITATION TO BID # 23-037

ADDENDUM 1

Item No.	Specs	Description	Quantity	Units	Unit Price	Total Price
32	260526 to 260553	Electrical Grounding and Bonding, Hangers and Supports, Conduits, Boxes and Covers, Sleeves and Sleeve seals for raceways and cabling, Identifications	1	Lump Sum	\$ 4,000.00	\$ 4,000.00
33	312001	Earthwork	1	Lump Sum	\$ 22,000.00	\$ 22,000.00
34	312002	Subgrade Preparation	1	Lump Sum	\$ 21,000.00	\$ 21,000.00
35	321101	Aggregate Base	1	Lump Sum	\$ 13,000.00	\$ 13,000.00
36	321313	Concrete Paving (For North Plaza and Upper Terrace Slab on Grade)	1	Lump Sum	\$ 258,000.00	\$ 258,000.00
37	321400	Unit Paving	1	Lump Sum	\$ 195,000.00	\$ 195,000.00
38	328400	Landscape Irrigation System	1	Lump Sum	\$ 68,000.00	\$ 68,000.00
39	329200	Turfgrass Sod	1	Lump Sum	\$ 8,000.00	\$ 8,000.00
40	329300	Landscape Plant Materials	1	Lump Sum	\$ 36,000.00	\$ 36,000.00
41	334200	Storm Sewers	1	Lump Sum	\$ 146,000.00	\$ 146,000.00
42	TS-24	Temporary 6ft Tall Site Location Fencing Panels	1	Lump Sum	\$ 8,000.00	\$ 8,000.00
43	TS-25	Temporary Erosion Control	1	Lump Sum	\$ 4,000.00	\$ 4,000.00
44	12100 and TS-15	Allowance: Hazardous Material Abatement	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
45	12100	Allowance: Replace existing wiring with conduit for the two north and two west pylon light fixtures.	1	Lump Sum	\$ 3,500.00	\$ 3,500.00
		Subtotal Base Bid =				\$ 4,098,500.00
46	12300	Alternate 1a: Cost to change from Base Bid to provide cast stone cladding at all exposed faces of new accessible ramp and planter walls as shown on the drawings.	1	Lump Sum	\$ 115,500.00	\$ 115,500.00
47	12300	Alternate 1b: Cost to change from Base Bid to provide Indiana Buff Limestone cladding at all exposed faces of new accessible ramp and planter walls.	1	Lump Sum	\$ 340,000.00	\$ 340,000.00
48	12300	Alternate 2a: Cost to change from Base Bid to provide dolomite stone pavers at north upper terrace and steps as shown on the drawings.	1	Lump Sum	\$ 370,300.00	\$ 370,300.00
49	12300	Alternate 2b: Cost to change from Base Bid to install new limestone pavers at north upper terrace and stairs to match existing.	1	Lump Sum	\$ 300,700.00	\$ 300,700.00
50	12300	Alternate 3a: Cost to change from Base Bid to provide Bomanite integral color admixture to concrete paving at north plaza, with two colors ("Sand and Coquina") as indicated on drawings and in specifications.	1	Lump Sum	\$ 146,500.00	\$ 146,500.00
51	12300	Alternate 3b: Cost to change from Base Bid to provide uncolored concrete at north plaza.	1	Lump Sum	\$ (6,490.00)	\$ (6,490.00)

7-5-2023 Bid Form from Gunter Construction Company

CONSTRUCTION SERVICES FOR THE EXTERIOR IMPROVEMENTS A THE JACKSON COUNTY COURTHOUSE FOR THE JACKSON COUNTY, MISSOURI PUBLIC WORKS DEPARTMENT, PROJECT NUMBER 3275

INVITATION TO BID # 23-037

ADDENDUM 1

Item No.	Specs	Description	Quantity	Units	Unit Price	Total Price
52	12300	Alternate 4: Cost to change from Base Bid to provide a subslab snow melt heating system at the north plaza, extending from the base of main steps and ramp out to the existing 12th St sidewalk as shown on the drawing.	1	Lump Sum	\$ 107,000.00	\$ 107,000.00
53	12300	Alternate 5: Cost to change from Base Bid to provide Stone restoration and cleaning.	1	Lump Sum	\$ 36,000.00	\$ 36,000.00
54	12300	Alternate 6: Cost to change from Base Bid to provide exterior bronze metal restoration, cleaning and clear coat finish.	1	Lump Sum	\$ 339,200.00	\$ 339,200.00
55	12300	Alternate 7: Cost to change from Base Bid to provide north façade lighting.	1	Lump Sum	\$ 33,300.00	\$ 33,300.00
56	12300	Alternate 8: Cost to change from Base Bid to provide south façade lighting.	1	Lump Sum	\$ 19,700.00	\$ 19,700.00
57	12300	Alternate 9a: Cost to change from Base Bid Basis-of-Design for entry doors at north, west and east building entrances, to provide CR Laurence Balancer series bronze anodized aluminum doors.	1	Lump Sum	\$ (214,000.00)	\$ (214,000.00)
58	12300	Alternate 9b: Cost to change from Base Bid Basis-of-Design for entry doors at north, west and east building entrances, to provide Stiles Custom Metal, Inc. Authentic Bronze Doors.	1	Lump Sum		
59	12300	Alternate 9c: Cost to change from Base Bid Basis-of-Design for entry doors at north, west and east building entrances, to provide Stiles Custom Metal, Inc. Commercial Series 600 true stile entrance doors.	1	Lump Sum		
60	TS-17	Force Account ((Above Base Bid Items + Allowances + Alternate 1 thru Alternate 9b) x 15%)	1	Lump Sum	\$ 1,082,643.00	\$ 1,082,643.00
Total Amount Bid for Project =						\$ 6,768,853.00

Notes:

1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
2. The Unit Prices in the above form shall include freight, delivery and installation.

3. The Bidder (General Contractor, only), shall fill out ALL the UNIT PRICES, AND TOTAL PRICES within the above Bid forms.



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
 415 E 12TH STREET, 2ND FLOOR
 KANSAS CITY, MISSOURI 64106

(816) 881-3302
 FAX (816) 881-3340
 CRO@JACKSONGOV.ORG
 WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
MBE/WBE/VBE PARTICIPATION AFFIDAVIT

ITB/RFP/RFQ Number: 23-037

ITB/RFP/RFQ Title: Construction Services for the Exterior Improvements for Jackson County Courthouse, JCPW Project # 3275

Contracting Department: Public Works Department

Respondent: Gunter Construction Company

I, Christina Gunter, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above.

The goals set by Jackson County, Missouri are:

9.5 %MBE 11.7 %WBE 9.5 %VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.2 %MBE 11.7 %WBE 0.2 %VBE

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ CUP APPROVED: _____

GFE RECEIVED: _____ GFE APPROVED: _____

CUP REVISED: _____ REVISION APPROVED: _____

APPROVED GOALS: _____ MBE _____ WBE _____ VBE _____ OTHER

RES/ORD: _____ AMT AWARDED: _____

NOTES:

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

List of Intended Subcontractors:

Respondent acknowledges that it is responsible for submitting a **List of Intended Subcontractors (LIS)** prior to receiving a contract award as a result of its response to the above ITB/RFP/RFQ. This affidavit in conjunction with the LIS constitutes the **Contractor's Utilization Plan (CUP)**, which sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract. **The CUP is contractually binding and any changes to either document must follow a modification process as described below.**

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact (Print) : Christina Gunter

Title: President **Email:** Christina@GunterKC.com


Date: 7.05.2023 **Phone:** 913.362.7844

Signature:  **Date:** 7.05.2023

NOTARIZED:

Subscribed and sworn to before me this 5th day of July, 2023.

My Commission Expires: 2.12.2027


Megan Hall
State of Kansas
Notary Public
Commission No. 1135748
My Commission Expires 2/12/2027

NOTARY PUBLIC
Attach Corporate Seal if applicable

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Gunter Construction Company

Will subcontractors be used to complete the work? Yes No

If yes, complete this form and submit it with your bid.

Subcontractor No. 5

Name: GKW Group, LLC

Address: 4370 N. Oak Trfwy.

City & Zip Code: Kansas City, MO 64116

Telephone No: 816.437.9999 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Masonry

Dollar	\$
Amount	591,821.12

Subcontractor No. 6

Name: Kcon, LLC

Address: 5507 NW 82nd Ter.

City & Zip Code: Kansas City, MO 64151

Telephone No: 816.225.9934 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Demolition

Dollar	\$
Amount	261,700.10

LIST OF INTENDED SUBCONTRACTORS (cont.)

Subcontractor No. _____

Name: _____

Address: 9222 E. 47th Street

City & Zip Code: Kansas City, MO 64133

Telephone No: 816.356.8990 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Handrails

Dollar Amount	\$ 272,725.00
---------------	---------------

Subcontractor No. 8

Name: Midwest Glass & Glazing

Address: 3909 Mission Road

City & Zip Code: Kansas City, KS 66103

Telephone No: 913.768.6778 Fax No: _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Glazing

Dollar Amount	\$ 527,740.14
---------------	---------------

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the Owner, and

a _____ Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the Owner has caused Contract Documents to be prepared and **Invitation to Bid No. 23-037** for Jackson County Project: **Construction Services for the Exterior Improvements at the Jackson County Courthouse, JCPW Project No. 3275**, and

WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of the Invitation to Bid, and

WHEREAS, the Owner, in the manner prescribed by law, has opened, examined, and canvassed the Bid submitted, and has determined the aforesaid Contractor to be the lowest and best bidder for the work and has duly awarded to the said Contractor, a contract therefor, for the sum or sums named in the Contractor's Bid, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, or themselves, and its, or their successors and assigns, and its, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and professional manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined, which are incorporated herein by reference as if fully set forth. The Contract Documents consist of all the of the following:

1. This Agreement
2. Performance Bond (together with power of attorney)
3. Introduction
4. Question Procedure
5. Bidding Requirements
6. Award Requirements
7. Attachments
8. Required Submittal with your Bid
9. Purchasing Information – Attachment D
 - a. General Terms and Conditions
 - b. Certificate of Compliance Notice
 - c. Insurance Requirements
 - d. State of Missouri Wage Determinations
10. Purchasing Forms – Attachment E
 - a. Affidavit
 - b. Statement of No Bid
 - c. Acknowledge of Receipt of Addenda

CONTRACT AGREEMENT (cont.)

- d. Exhibit F Bidder's Exceptions to Specifications of Invitation to Bid
 - e. MBE/WBE/VBE Participation Affidavit
 - f. Excel Spreadsheet Bid Form – Attachment C
 - g. Acknowledgement
11. Public Works Information
- a. Architecture Plans from Piper-Wind Architects – Attachment A
 - b. Project Manual from Piper-Wind Architects - Attachment B
 - c. Registered Truck Driver Ordinance – Attachment H
 - d. JCCH Access Rules and Regulations – Attachment I
 - e. Limited Lead-Base Paint Testing Letter – Attachment J
 - f. JCPW Contractor License Required – Attachment K
12. Proposed Work
13. Period of Performance
14. Local Conditions Affecting Work
15. Liquidated Damages
16. Safety Training
17. OSHA Training Requirements
18. Project Award
19. Public Works Forms – Attachment G
- a. Equipment Questionnaire
 - b. List of Contracts on Hand
 - c. Annual Worker Eligibility Verification Affidavit
 - d. List of Intended Subcontractors
 - e. OSHA Ten Hour Training
 - f. Sample Contract Agreement
20. Public Works General Conditions – Attachment F
21. Public Works Special Conditions – Attachment F
22. Public Works Technical Specifications – Attachment F

As included in the bid documents said documents forming the Contract Agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance of the Owner of the Contractor's Bid.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the contract) of

(\$ _____) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the Owner to proceed with the work to be performed hereunder, and that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached Proposal.

ARTICLE IV. That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or produce the same to be obtained upon

CONTRACT AGREEMENT (cont.)

compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount receivable by them here-under; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner and that the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid. The Owner agrees to pay the Contractor in the manner and in the amount provided in the said specifications and Bid.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. _____

of _____, 2023, these presents to be executed in its behalf by its duly authorized agent, and the said Party of the Second Part has hereunto set its hand and seal.

Recommended by:

Brian Gaddie, P.E.
Director of Public Works

Date

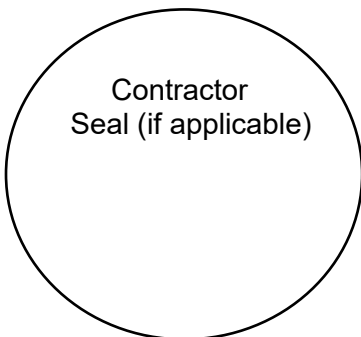
Frank White, Jr.
County Executive

Date

Approved to form this _____ day of _____, 2023.

County Counselor

Attest: _____
Clerk of the Legislature



By: _____
Second Party (Contractor)

Attest: _____



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
Website: kcmo.gov/tax

Letter Id: L0142529280
Date: 31-Jul-2023
Taxpayer Id: **-***6391

GUNTER CONSTRUCTION COMPANY
520 DIVISION ST
KANSAS CITY KS 66103-1904

TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that GUNTER CONSTRUCTION COMPANY is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



**MULTI-JURISDICTION- CORE4
PROPERTY TAX CLEARANCE CERTIFICATION**
(Jackson County, MO, Johnson County & Unified Government of Wyandotte County, KS)

Business to Be Certified:

1. Business Name: Gunter Construction Company

DBA Name: _____

2. Business Address: 520 Division Street Kansas City, Kansas 66103
Street City, State Zip

3. Contact Information: 913-362-7844 Christina@Gunterkc.com
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: Christina Gunter

Owner Residence Address: 520 Division Street Kansas City, Kansas 66103
Street City, State Zip


Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.



Owner/Taxpayer

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;


OR

Tax Clearance Not Granted Entity _____

Tax Clearance Not Granted Entity _____

Tax Clearance Not Granted Entity _____

JACKSON COUNTY, Missouri on this date: _____, by _____
Purchasing Agent/Mgr/ County Designee

JOHNSON COUNTY, Kansas on this date: 07-20-2023, by 
County Treasurer/Designee
JUL 20 2023 16:31 CDT

UNIFIED GOVERNMENT / KC, KS on this date: _____, by _____
Contract Compliance Officer/Designee

**MULTI-JURISDICTION- CORE4
PROPERTY TAX CLEARANCE CERTIFICATION**
(Jackson County, MO, Johnson County & Unified Government of Wyandotte County, KS)

Business to Be Certified:

1. Business Name: Gunter Construction Company

DBA Name: _____

2. Business Address: 520 Division Street Kansas City, Kansas 66103
Street City, State Zip

3. Contact Information: 913-362-7844 Christina@Gunterkc.com
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: Christina Gunter

Owner Residence Address: 520 Division Street Kansas City, Kansas 66103
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.



Owner/Taxpayer

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR


Tax Clearance Not Granted Entity _____

Tax Clearance Not Granted Entity _____

Tax Clearance Not Granted Entity _____

JACKSON COUNTY, Missouri on this date: _____, by _____
Purchasing Agent/Mgr/ County Designee

JOHNSON COUNTY, Kansas on this date: _____, by _____
County Treasurer/Designee

UNIFIED GOVERNMENT / KC, KS on this date: 7-20-2023, by 
Contract Compliance Officer/Designee