



**REQUEST FOR BID**

**CITY OF WARRENSBURG  
MUNICIPAL BUILDING  
102A SOUTH HOLDEN  
WARRENSBURG, MO 64093**

**FIRE STATION #2 CONCRETE FLATWORK PROJECT**

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE  
CITY OF WARRENSBURG, MISSOURI**

**DUE 10:00 A.M., July 22, 2026 LOCAL TIME**

**TELEPHONE 660-747-9135**



REQUEST FOR BID

CITY OF WARRENSBURG  
102A SOUTH HOLDEN  
WARRENSBURG, MO 64093

BID OPENING: July 22, 2026, 10:00 A.M. local time  
DATE OF BID: June 19, 2026  
PROJECT COMP. DATE: September 30, 2026  
CONTACT PERSON: Joe Clifford, Project Manager  
PHONE NUMBER: 660-262-4664  
BID HEADING: FIRE STATION #2 CONCRETE FLATWORK PROJECT

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By order of the City Manager of the City of Warrensburg, Missouri, sealed bids will be received in the Office of the City Clerk, City Hall, 102A South Holden, Warrensburg, Missouri, 64093 for the Fire Station #2 Concrete Flatwork Project until 10:00 a.m., local time, July 22, 2026, after which time the bids will be publicly opened and read aloud at the Municipal Center, 200 South Holden. Only sealed bids marked "**FIRE STATION #2 CONCRETE FLATWORK PROJECT-DO NOT OPEN**" will be considered. Bids received late will be rejected and returned to the bidder unopened.

INTENT: It is the intent of these specifications to describe the placement of concrete driveways/curbs and sidewalks at various locations in the City of Warrensburg Fire Station #2. All items which are not specifically mentioned and are necessary or are regularly furnished in order to provide a complete product shall be furnished by the successful bidder at the bid price.

CONDITIONS: Successful bidder must be able to complete each project as specified on the Bid Specifications. The City of Warrensburg reserves the right to reject any and all bids and to accept the lowest and best bid. The City of Warrensburg shall be the sole judge of the lowest and best bid.

## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL

- 1.1 Bids must be delivered to the City Clerk's Office no later than JULY 22, 2026 at 10:00 a.m., local time.
- 1.2 The completed Bid Proposal form, along with the **COMPLETE SET OF BOUND BID SPECIFICATIONS**, must be submitted in a sealed envelope clearly marked "**FIRE STATION #2 CONCRETE FLATWORK PROJECT - DO NOT OPEN**". Bids submitted without proper identification and/or not on the Bid Proposal form will be rejected.
- 1.3 Bids may be withdrawn at any time prior to 10:00 a.m., local time, JULY 22, 2026 by written request from a person authorized to represent the bidder.
- 1.4 If the bidder is a resident of Warrensburg, or owns property within Warrensburg, the bidder must be current on all payment of fees as well as taxes and utility to the CITY.
- 1.5 Successful bidder and all Sub-Contractors must be licensed to do business in the City of Warrensburg.
- 1.6 Bidders shall not be permitted to use to their advantage any omission or error in the specifications, requirements or contract documents, and the City reserves the right to issue new instructions as if originally specified.
- 1.7 Bidder shall read thoroughly and understand the requirements in relation to the bid which is submitted.
- 1.8 Bidder shall for this specific project, provide separate Bid totals by Line Item for each street section as specified in the Bid Form documents.
- 1.9 All bids shall be by price basis as specified in the Bid Form documents. Prices shall include all fees and costs for testing, labor, equipment, materials inspections, and other items necessary to complete the required work.
- 1.10 The right to reject any and/or all bids, to accept or reject all or any part of a bid, and to waive any technicalities in the bid or accept the one that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City, is hereby expressly reserved by the City.
- 1.11 In case of default by the bidder, the City shall procure comparable services and hold the bidder responsible for any excess cost occasioned thereby.
- 1.12 Failure to comply with any of the above instructions and general conditions of bidding may disqualify the bidder at the discretion of the City Manager.

## **2.0 COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets digital copies of Bidding Documents may be obtained as set forth in the Advertisement for Bids.

2.2 **COMPLETE SETS OF BIDDING DOCUMENTS SHALL BE USED IN PREPARING BIDS**; the CITY will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

## **3.0 QUALIFICATIONS OF BIDDERS**

3.1 Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed Work. Bidders may also be required to submit satisfactory evidence that they have available or can obtain the required material in sufficient time to perform the Work before the proposed completion date.

3.2 In determining the lowest responsible Bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; (e) has materials available; and (f) has competent subcontractors, material and equipment manufacturers.

3.3 Each Bidder may be required to show that former Work performed by him has been handled in such manner that there are no just or proper claims pending against such Work. No Bidder will be acceptable if he is engaged on any other Work which impairs his ability to finance this Work or provide equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated if asked for them.

3.4 Each Bid shall contain evidence that the Bidder is properly qualified to do business in the State and in the county where the Project is located by disclosing that the Bidder and his nominated Subcontractors hold valid licenses and certificates, if applicable, issued by those Public Government Bodies with jurisdiction over the Work.

## **4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Bidding Documents thoroughly, (b) visit the site locations to become completely familiar with local conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the

Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, (e) make written requests for interpretation promptly after discovery of any conflicts, errors, ambiguities or inconsistencies in the Bidding Documents, and (f) if required, submit preliminary qualifications of items of materials and equipment as provided for herein.

- 4.2 Information or data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the site is based upon information or data furnished to CITY and Engineer by owners of such Underground Facilities or other, and CITY does not assume any responsibility for the accuracy or completeness thereof.
- 4.3 It is the responsibility of each Bidder, at Bidder's own expense and with CITY's prior approval, to make or obtain any additional examinations, investigation, explorations, tests and studies and to obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may in any manner affect cost, schedule, progress, performance or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with all terms and conditions of the Contract Documents.
- 4.4 If requested in writing within a reasonable time in advance of date of Bid opening, CITY will make a reasonable attempt to provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. If access is granted, Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such investigations and tests.
- 4.5 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by CITY unless otherwise provided in the Bidding Documents.
- 4.6 It is the responsibility of each Bidder to inform himself of, and the Bidder awarded a Contract shall comply with, all federal, state, and local laws, ordinances, rules and regulations affecting cost, schedule, progress, performance or furnishing of the Work. This requirement includes but is not limited to applicable regulations concerning minimum wages, nondiscrimination in employment, protection of public and employee safety and health, environmental protection, permits, safety requirements, taxes, fees, and licensing.
- 4.7 It is the responsibility of each Bidder, in the preparation of the Bidder's Bid, to account for all reasonably foreseeable general and local conditions at or contiguous to the site locations that may in any manner affect cost, schedule, progress, performance or furnishing of the Work. Examples of such conditions include (1) the nature and locations of the Work, (2) conditions bearing upon the transportation, disposal, handling and storage of materials, (3) the availability and suitability of labor, materials, water, electric power, telephone, sanitary services, and roads, (4) daily and monthly weather variations, river stages, tides or similar

conditions, (5) physical conditions, including the character, quality and quantity of surface and subsurface conditions at the site, such as ground water table variations, and the location, configuration and condition of structures, obstructions and Underground Facilities, (6) the character of equipment and facilities needed preliminary to and during Work performance, (7) conditions bearing upon the maintenance of an interrupted operation of existing services or facilities, and (8) the nature, characteristics and use of adjacent or nearby property insofar as they may restrict construction operations.

- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidder considers the Bidding Documents to be sufficient in scope and detail to indicate and convey understanding of all terms and conditions affecting cost, schedule, progress, performance and furnishing of the Work.
- 4.9 Any failure of a Bidder to take the actions described and acknowledged in this Article 4 will not relieve that Bidder from responsibility for estimating properly the difficulty, cost, and schedule for successfully performing the Work, or from proceeding to successfully perform the Work without an increase in Contract Price or an extension in Contract Time.

## **5.0 INTERPRETATIONS AND ADDENDA**

- 5.1 Bidders requiring interpretation or clarification of any conflict, ambiguity, discrepancy, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions shall make a written request for interpretation to the CITY or its engineer.
- 5.2 All written requests pertaining to questions about the meaning or intent of the Bidding Documents herein received less than ten (10) consecutive calendar days prior to the date for opening of Bids may not be answered.
- 5.3 Any interpretation, clarification, correction, or modification to the Bidding Documents will be binding only if given by written Addenda. Interpretations, clarifications, corrections, or modification made orally or by any other manner will not be binding and shall not be relied upon by Bidders. Addenda will be sent no later than five (5) calendar days prior to Bid opening to all parties who, according to CITY'S records, have requested or obtained Bidding Documents and have furnished to CITY an address for such purposes. It shall be the Bidder's responsibility to verify that the Bidder has received the Addenda.
- 5.4 Prior to submittal of his Bid, each Bidder shall ascertain that he has received all Addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the Bid Form.

- 5.5 Each Bidder further agrees that the Bidder's Bid shall be binding on the Bidder regardless of whether or not the Bidder correctly acknowledges all Addenda as required in the Addenda acknowledgment space provided on the Bid Form.
- 5.6 Prior to submittal of his bid, each Bidder shall ascertain that he has received all Addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the Bid Form.

## **6.0 BID SECURITY**

- 6.1 Bid Security shall be made payable without condition to the CITY, in an amount not less than five percent (5%) of the Bidder's Total Bid Price, and in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a good and sufficient surety satisfactory to CITY. CITY will accept only Surety Company or companies authorized to write Bonds of such character and amount under the laws of the state in which the Work is located and are listed in the U.S. Treasury Department Circular 570, meeting the requirements of the General Conditions.
- 6.2 Attorneys-in-Fact who sign Bid Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and conduct business in the State in which the Work is located.
- 6.3 The Bid Security of a Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days after the Notice of Award, CITY may annul the Notice of Award, and the Bid Security of that Bidder shall be forfeited to the CITY. Should the CITY be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay CITY'S reasonable costs, including attorney fees. And all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder whom CITY believes to have a reasonable chance of receiving the award may be retained by CITY until the earlier of the ninetieth (90) day after Bid opening or seven (7) days after the Effective Date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid security of other Bidders will be returned approximately seven (7) consecutive calendar days after the Bid opening.

## **7.0 CONTRACT TIME**

- 7.1 The number of days within which, or the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth in the Agreement Form. The Contract Time, or Contract Times, for the completion of the Work is (are) of the essence.

## **8.0 LIQUIDATED DAMAGES**

- 8.1 Provisions for liquidated damages are set forth in the Agreement Form and General Conditions.

## **9.0 EQUIVALENT, SUBSTITUTE, OR “OR-EQUAL” ITEMS**

- 9.1 The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications or approved by Addenda. Wherever a material or equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer, the specified item mentioned shall be understood as establishing the type, function and quality desired. Other materials and equipment will be accepted provided sufficient information is submitted to allow CITY and its engineers to determine that the product proposed is equivalent to those named.
- 9.2 Contractors requesting preliminary or “Pre-bid Qualifications” of acceptance of materials or equipment that are listed in Bid Form other than one named or specified in the drawings or specifications shall make written application to the Engineer no later than fifteen (15) consecutive calendar days prior to the date of Bid opening, certifying that the proposed item will perform adequately the functions and achieve the results required by the specifications, be equal to that named or specified, and provide sufficient information, including shop drawings, to allow the CITY and its engineers to determine that the product proposed is equivalent or equal to that specified.

Any design changed that will be required in the drawings and specifications to accommodate the product proposed other than specified in the drawings or specifications, including structural design piping, treatment process, electrical, etc., shall be at the total expense of the Contractor if Contract is awarded.

The limited time for review to evaluate the proposed product prior to the date of Bid opening does not permit a thorough review of the equipment, device, or item submitted, and does not relieve the Contractor from responsibility for compliance with the Contract Documents.

Any preliminary or “Pre-bid” acceptance of substitute items of material or equipment submitted for review shall be made known to all Bidders by Addenda no later than ten (10) consecutive calendar days prior to Bid opening.

## **10.0 SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 10.1 Each Bid shall identify the names, addresses and associated information of those Subcontractors, Suppliers or other persons or organizations, including those who are to furnish the principal items of material and equipment, whom Bidder intends to award a Subcontract Purchase Order in an amount in excess of two (2) percent of the Total Bid Price. In addition, if requested by CITY or Engineer, each Bidder shall be prepared to submit, within ten (10) consecutive calendar days, a “Qualifications Statement List” for all Subcontractors, Suppliers, or other persons or organizations so identified. This List shall include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials, or equipment supplied.
- 10.2 If CITY has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, CITY may, before giving Notice of Award, request such Bidder to remove or replace said proposed Subcontractor, Supplier or other

person or organization and to self-perform the associated parts of the Work, if the Bidder holds a valid license or certificate for that work and he is so qualified, or to submit an acceptable substitute, without an increase in such bidder's Total Bid, and without an increase in any of the proposed alternate prices. If such Bidder declines, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.

- 10.3 Any Subcontractor, Supplier, or other person or Organization so listed and to whom CITY does not make written objection prior to the Notice of Award will be deemed acceptable to CITY.
- 10.4 No Bidder shall be required to employ any Subcontractor against whom Bidder has reasonable objection.
- 10.5 A Bidder shall not remove or replace a Subcontractor, Supplier or other person or organization so identified pursuant to the request from CITY without good cause shown, and without prior written notification to CITY in time to allow CITY to evaluate the proposed substitute.
- 10.6 The successful Bidder who is awarded the Contract will be required to perform the Work as an independent Contractor. No assignment of a Contract will be allowed without written permission of the CITY. Procedures for acceptance of Subcontractors, Suppliers, and other persons or organizations, after execution of the Agreement, are described in the General Conditions and any Supplementary Conditions.

## **11.0 PREPARATION AND SUBMISSION OF BIDS**

- 11.1 Bids shall be properly addressed and submitted within the time and at the place designated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the information requested below, and include the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face of it.
- 11.2 The opaque sealed envelope shall be marked with the name of the Project as set forth in the Agreement, and if applicable, the designated part of the Project represented by the Contract also shown in the Agreement, and the name, address, and telephone number of the Bidder.
- 11.3 **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH EACH BID.** This list is included to aid the Bidder in submitting a complete and responsive Bid. It cannot be relied on to include all items necessary to insure a responsive Bid. The Bidder is solely responsible for including all items required by the Bidding Documents, including any items required by Addenda, which may not be included in the below list.
  - 11.3.1 The completed Bid Form. **Bid form must either be printed on a separate color sheet of paper or tabbed to identify bid form.**

- 11.3.2 Acknowledgment of Receipt of Addenda (the number and date of which shall be filled in on the bid Form).
- 11.3.3 Satisfactory evidence of authority of the person signing on behalf of the individual, firms, partnership or corporation shall be attached to the Bid Form.
- 11.3.4 Bid Bond with Power of Attorney attached to the Bid Bond.
- 11.3.5 Contractor's license or certificate number, when applicable, shall be filled in on the Bid Form.
- 11.3.6 Anticipated Subcontractors Form, if any.
- 11.3.7 Questionnaire & Statement of Qualifications Form
- 11.3.8 List of Manufacturers and Suppliers, if required.
- 11.3.9 Affidavits as required.
- 11.3.10 The name, address, and telephone to which communications regarding the Bid are to be directed shall be written on the outside of the Bid envelope and filled in on the Bid Form.
- 11.3.11 Insurance Certification
- 11.3.12 The Bidder's Contractors' Licenses as required by state statutes and local ordinances, codes and regulations, shall be typed or printed in ink, when applicable, on the Bid Form, where indicated.
- 11.3.13 Conflict of Interest Form
- 11.4 The Bid shall be legibly prepared with ink, or typewritten on the Bid Form provided. All unit prices, lump sum, and entries made by the Bidder on the Bid Form shall be handwritten in ink, or typed. Bidder shall show, in the designated location, the sum representing the Bidder's Total Bid Price.
- 11.5 A Bidder may alter or correct a unit price or lump sum price which he has entered on the Schedule of Prices on the Bid Form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink, or typed. Owner may require Bidder to identify any alteration or correction so initialized. All new entries and initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may cause the rejection of said Bid as non-responsive.
- 11.6 All Bidders who submit more than one Bid for the same Work from an individual, firm, or partnership, a Corporation or Association under the same or different name will have their Bids rejected. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Work will cause the

rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

- 11.7 Oral, telephone, fax, or telegraph Bids are invalid and will not receive consideration.
- 11.8 Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 11.9 The bid time will be monitored by the clock in the CITY'S administrative office. Inaccuracy of CITY'S clock to other time measurement entities will not excuse late arrival of bids.

## **12.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 12.1 A Bid may be modified or withdrawn by an appropriate document duly signed (in the manner that a Bid shall be signed) and delivered to the place where Bids are to be received at any time prior to the closing time for receipt of Bids.
- 12.2 A Modification to a Bid shall not reveal the Bidder's Total Bid Price; however, it should state the addition, subtraction, or other modification, so that the modified Total Bid Price, or other modified terms, are not known until the opening of the Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the closing time for receipt of Bids.

## **13.0 OPENING OF BIDS**

- 13.1 All Bids received within the announced closing time for the receipt of Bids stipulated in the Advertisement for Bids will be opened publicly. Bids will be read aloud and a tabulation of the applicable Total Bid Price and major alternates (if any) will be made available to Bidders within a reasonable time after the opening bids.
- 13.2 Any Bid received after the announced closing time may be returned unopened. Any uncertainties as to whether a Bid was submitted in time will be resolved at CITY'S sole discretion.

## **14.0 BIDS TO REMAIN OPEN**

- 14.1 All Bids shall remain open for delivery by the CITY of the Notice of Award for ninety (90) consecutive calendar days after the date of Bid opening.
- 14.2 Extensions of time when Bids shall remain open beyond the 90-day period may be made only by mutual agreement between the CITY, those Bidders, and the sureties, if any, for those Bidders.

## **15.0 AWARD OF CONTRACT**

- 15.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserved the right to reject any and all Bids, to waive any and all

informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for Bids. Also, CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or is found to lack honesty, integrity or moral integrity or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.

- 15.2 If the Contract for the Work is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder pursuant to the requirements of the Bidding Documents, as determined by CITY'S evaluation of the corresponding Bid Form. In order to be considered the lowest Bidder, that Bidder will have provided the lowest Total Bid Price, in accordance with all applicable Bidding Requirements, and as determined by CITY'S evaluation of the corresponding Bid Form.
- 15.3 If a Contract is to be awarded, the bidder will be given a Notice of Award within the time set forth in these Instructions to Bidders. The Bidder who is awarded the Contract will be required to perform the Work as an independent Contractor. No assignment of the Contract will be allowed without written permission from CITY.

## **16.0 EXECUTION OF THE AGREEMENT**

- 16.1 A Notice of Award to a Successful Bidder will be accompanied by three (3) copies of unsigned counterparts of the corresponding Agreement with all other written Contract Documents attached. The successful Bidder (Contractor) shall execute the agreement, insert copies of required bonds and power of attorney, and submit all copies to the CITY within fifteen (15) days from the receipt of notice of award. The date of contract on the Agreement and Bond forms shall be left blank for filling in by the CITY.

CITY shall execute all copies and insert the date of the contract on the Agreement. Distribution of signed copies shall be two (2) copies to the CITY and one (1) copy to the CONTRACTOR.

- 16.2 Failure by the Successful Bidder awarded the Contract to execute the Agreement or to furnish the required Contract Security shall be just cause for the annulment of the award and the forfeiture of the Bidder's Bid Security.
- 16.3 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required Contract Security within the period specified above shall be liable to CITY for all damages resulting therefrom. The Bid Security forfeited shall not be a limitation thereon.

## **17.0 RELATED WORK UNDER SEPARATE CONTRACTS**

- 17.1 Bidders are advised that the Work contemplated under the Bidding Documents may represent only a part of an overall Project requiring award of several separate contracts, and that separate contracts have been or are expected to be awarded for other portions of the Project. Accordingly, Bidders shall consider, in the preparation of Bids, all factors which may result from the performance of

related work under separate contracts that may in any manner affect cost, schedule, progress, performance, or furnishing of the Work.

## **18.0 SCHEDULING AND CONTRACT SEQUENCING**

- 18.1 Before submitting a Bid, each Bidder shall examine the Contract Documents in general for identification of requirements for the preparation and submittal of Progress Schedules, if required.

## **19.0 WAGE RATES**

- 19.1 Pursuant to Section 290.210 through 290.330 RSMo, if the City accepts a bid for which either the engineer's estimate or the accepted bid does not exceed \$75,000, then Prevailing Wage requirements will not apply. Should any change order be made that causes work to be done on the project in excess of \$75,000, then Prevailing Wages or Contracting Minimum Wages will apply to that portion of the work done under the change order that exceeds \$75,000. For all situations in which Prevailing Wage requirements apply, a current Wage Order and/or listing of Contracting Minimum Wages is attached to this bid package. The instructions of this Section apply to all situations in which Prevailing Wage requirements are triggered by law.
- 19.2 Bidders are advised that there shall be paid each employee engaged in the Work, in the applicable trades or occupations, not less than the Wage Rate or Contracting Minimum Wage set for same, namely, the Wage Determination as determined by the Department of Labor and Industrial Relations of Missouri, or Wage Determination by other states in which the Work is located, included in the Bidding Documents, when Prevailing Wage requirements are triggered.
- 19.3 Bidders are advised that there shall be posted, in conspicuous places at the site locations, a schedule showing all minimum wage rates and all deductions, if any, for unpaid wages earned.
- 19.4 Bidders shall consider that if subsequent to execution of the Agreement it becomes necessary to employ any person in a trade or occupation for which no minimum wage is herein specified (for example, storekeeper, timekeeper, watchman, water boy, and the like, but not including executive, supervisory, administrative, clerical, or non-manual Workers as such), CITY shall be immediately notified to promptly provide a minimum rate. Such rate shall be applicable as a minimum for trade or occupation from the time of initial employment of the continuance of such employment.
- 19.5 Bidders are advised that in case of underpayment of wage to a Worker performing Work under the Contract, CITY may withhold the difference between the wages required to be paid and the wages actually paid such Worker, and CITY may disburse such amount so withheld to employee to whom such amount is due. The amounts withheld shall be in addition to percentages to be retained by CITY pursuant to other provisions of the Contract. This provision is not intended to create any rights to claim for such compensation by Workers, against CITY, or their agents and consultants.

## **20.0 TAXES**

- 20.1 Bidders shall not include in their Bid any sales, use or similar taxes on items which qualify for exemption. Any taxes on any of the above items which qualify for exemption will not be accepted for payment and will be deducted from the Contract Price if included on Contractor's invoices, or in any manner included as a part of Contractor's billing to the CITY.

## **21.0 RETAINAGE**

- 21.1 Reference is made to the Contract Agreement, General Conditions, and the Supplementary Conditions for provisions concerning retainage.

## **22.0 INSURANCE AND BONDING**

- 22.1 The Contract Agreement, General Conditions and Supplementary Conditions provide for the minimum required insurance requirements and proof of coverage requirements.
- 22.2 Performance, Payment and Maintenance Bond requirements are set forth in the Contract Agreement, General Conditions and Supplementary Conditions.

## **23.0 CONFLICT OF INTEREST**

- 23.1 Bidder shall have no other contractual or employment relationships which would create any actual or perceived conflict of interest.
- 23.2 Bidder, nor any of its employees, shall acquire any other contractual relationships which create such a conflict.
- 23.3 The Contractor shall complete the required Conflict of Interest Form and shall keep the information contained therein up-to-date at all times during the bid process and during the term of the Contract.

## **24.0 MOBILIZATION**

- 24.1 Any Mobilization entered on the Bid Form shall not exceed five percent (5%) of the Bidder's Total Bid Price.

END OF INSTRUCTIONS TO BIDDERS

# **PROJECT LOCATIONS SPREADSHEET**

## **STANDARD DETAILS**



PROPOSAL

CITY OF WARRENSBURG, MISSOURI

FIRE STATION #2 CONCRETE FLATWORK

Firm Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person: \_\_\_\_\_

To the CITY OF WARRENSBURG, MISSOURI

THE UNDERSIGNED BIDDER hereby certifies that:

1. Bidder has examined the Plans, Specifications, Regulations of the Contract, Special Conditions and other proposed Contract Documents, and all addenda thereto; and is acquainted with and fully understands (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character, and condition of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) all other and conditions affecting or which may be affected by the work.
2. Bidder will furnish all required materials, supplies, equipment, tools and plant; perform all necessary labor and supervision; and remove and dispose of, all materials stipulated in, required by, and in accordance with, the proposed Contract Documents, Plans, Specifications, and other documents referred to therein, and in the manner and time prescribed.
3. Bidder will accept in full payment for all work sums specified in the Contract Documents.
4. Bidder has personally examined the locations of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying Contract, Plans and Specifications.

The undersigned bidder proposes and agrees that:

1. Bidder will provide all necessary machinery, tools, equipment and other means of demolition, and do all the work specified in the documents of the Contract

Agreement in the manner therein prescribed and according to the requirements of the City as therein set forth.

2. Notice to Proceed: Bidder will provide the City with a schedule of the work to be done, no later than ten (10) days of notification by City of its approval and execution of the Contract. Said schedule shall become a part of the Contract between bidder and City.
3. If proposal is accepted: Bidder agrees to begin work, by priority shown on the Budget Worksheet below, within a period of ten (10) calendar days from the date of the notice to proceed and to complete the work no later than September 30, 2026. Otherwise to be governed by the stipulations of the accompanying articles of the contract.

The undersigned bidder understands and agrees that:

1. Increases or decreases may be made over or under the estimated quantities of those items which are bid upon by unit price to provide for needs that are determined by the CITY during the process of the WORK. Contract unit prices shall apply to such increased or decreased quantities.
2. That the WORK is broken into several individual projects, and that the Bidder will commence with another project ONLY if that project will be completed within five (5) working days.



CITY OF WARRENSBURG, MISSOURI  
102A SOUTH HOLDEN  
WARRENSBURG, MO 64093

BID FORM

Date: \_\_\_\_\_

The undersigned agrees to provide the services in conformance with the Bid Proposal, General Requirements, and Technical Specifications due May 08, 2026 at 10:00 a.m.

**2026 SIDEWALK IMPROVEMENT PROGRAM**

ITEM	DESCRIPTION	UNIT	*ESTIMATED QUANTITY*	UNIT COST	ITEM COST
1	ADA DETECTIBLE WARNING MAT	EACH	10	\$	\$
2	A D A C U R B R A M P	S.F.	100		
3	CITY TYPE "CG-1" & "CG-2" CURB & GUTTER	L.F.	100	\$	\$
4	8" THICK DRIVEWAY SIDEWALK w/REINFORCEMENT	S.F.	100	\$	\$
5	4" THICK SIDEWALK	S.F.	100	\$	\$
6	BACKFILL/GRADING, SEED, & STRAW	L.S.	1	\$	\$
7	M O B I L I Z A T I O N	L.S.	1	\$	\$
<b>BID TOTAL</b>					<b>\$</b>

\*Estimated Quantities are for fair and equitable bidding purposes only, actual estimated quantities are unknown. Actual locations and quantities will be determined and identified during construction process with awarded contractor.\*

Project will be monitored as construction progresses to ensure maximum list completion without going over \$200,000.00 project budget.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number



ADDENDUM RECEIPT:

Receipt of the following Addendum to the Contract Documents is hereby acknowledged:

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this proposal is made without connection with any other person, company or parties making a bid or proposal; that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees and assures the City that if awarded this contract, he will freely abide by the requirements of these contract documents.

The undersigned, as Bidder, hereby agrees that the accompanying bid deposit shall become the property of the City, should he fail or refuse to execute the contract or furnish Bond as called for in the specifications within the time provided.

If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within fifteen (15) days after the date of such mailing or delivery of such notice, execute and deliver a Contract in the form of Contract attached.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered to be:

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE & ZIP: \_\_\_\_\_

Attn:

It is understood and agreed that this bid may be withdrawn at any time prior to the schedule time for the opening of bids or any authorized postponement thereof.



Signature of Bidder:

If an Individual: \_\_\_\_\_ doing business as

\_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_, member of firm.

If a Corporation: \_\_\_\_\_

By: \_\_\_\_\_

SEAL

Title: \_\_\_\_\_

Business Address of Bidder \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If Bidder is a corporation, supply the following information:

State in which incorporated: \_\_\_\_\_

Name and business address of its:

President \_\_\_\_\_

\_\_\_\_\_

Secretary \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**INSURANCE CERTIFICATION**

City of Warrensburg, Missouri  
102A South Holden Street  
Warrensburg, MO 64093

RE: Insurance Coverage during Construction for  
FIRE STATION #2 CONCRETE FLATWORK PROJECT

To Whom It May Concern:

The undersigned is an authorized representative of \_\_\_\_\_  
insuring company for \_\_\_\_\_, Contractor for and during the  
entire period of construction of the , FIRE STATION #2 CONCRETE FLATWORK  
PROJECT\_for the City of Warrensburg, Missouri.

In compliance with the FIRE STATION #2 CONCRETE FLATWORK PROJECT between  
\_\_\_\_\_ and the City of Warrensburg, we attach a Certificate of Insurance  
signed by an authorized representative of our company which details the exact amounts  
of coverage insured by us for \_\_\_\_\_ under the contract  
hereinbefore mentioned, and which in every particular complies with the requirements of  
insurance set forth in the aforementioned contract, a copy of which insurance  
requirements is attached hereto after having been fully read and checked for compliance  
by the Company.

\_\_\_\_\_  
Insurance Company  
(Seal)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Warrensburg, Missouri, hereinafter call "CITY" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of FIRE STATION #2 CONCRETE FLATWORK PROJECT as fully described in the CONTRACT DOCUMENTS.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment labor, and other services necessary for the construction and completion of the PROJECT described herein, including all excavation, backfill, compaction and barricading.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the work by September 30, 2026 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement for BIDS
- B. Instructions to BIDDERS and all BID DOCUMENTS, including INVITATIION TO BID and REQUEST FOR BID
- C. BID RESPONSE
- D. BID BOND
- E. This AGREEMENT
- F. GENERAL CONDITIONS
- G. Payment BOND
- H. Performance BOND
- I. Maintenance BOND
- J. NOTICE OF AWARD

- K. NOTICE TO PROCEED
- L. TECHNICAL SPECIFICATIONS AND DRAWINGS
- M. PREVAILING WAGE ORDER
- N. ALL ADDENDA AND CHANGE ORDERS

The CONTRACT DOCUMENTS will be construed in harmony whenever possible, but in the event of conflict shall be considered in the following hierarchy:

- Change Orders
- Contract Amendments
- Field Orders
- Addenda
- General Conditions
- Specifications
- Bid Instructions
- Bid Response

6. The CITY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in Three (3) copies each of which shall be deemed an original on the date first above written.

ATTEST:

THE CITY OF WARRENSBURG, MISSOURI

\_\_\_\_\_  
Jodi Schneider, City Clerk

\_\_\_\_\_  
By: Mike Schrage, City Manager

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_

By: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and  
firmly bound unto City of Warrensburg in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the principal has submitted to  
the City of Warrensburg a certain BID, attached hereto and hereby made a part hereof to  
enter into a CONTRACT in writing, for the construction, reconstruction, or repair of  
certain public improvements for the City of Warrensburg. **Fire station #2 concrete flatwork project**

NOW, THEREFORE,

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a  
CONTRACT in the Form of Contract attachment hereto (properly completed in  
accordance with said BID) and shall furnish a BOND for faithful performance of  
said CONTRACT, and for the payment of all persons performing labor furnishing  
materials in connection therewith, and shall in all other respects perform the  
agreement created by the acceptance of said BID, then this obligation shall be  
void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for any and all claims  
hereunder shall, in no event, exceed the penal amount of this obligation as  
herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations  
of said Surety and its Bond shall be in no way impaired or affected by an extension of  
the time within which the CITY may accept such BID; and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be hereto affixed and these presents to be signed by their proper officers, the  
day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department’s most current  
list (Circular 570 as amended) and be authorized to transact business in the state where the project is  
located.

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Warrensburg, 102A S. Holden Street, Warrensburg, MO 64093 hereinafter called CITY, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Principal entered into a written agreement with the CITY, for the construction, reconstruction, or repair of certain public improvements for the City of Warrensburg; and **FIRE STATION #2 CONCRETE FLATWORK PROJECT**

Whereas, it was a condition of the contract award by the CITY that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of one (1) year beginning on the date the CITY so accepts said Work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other contract Documents and shall protect the CITY against all damages, losses and expenses which may occur to CITY, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall Number be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Witness to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY are held and firmly bound unto the City of Warrensburg, 102A S. Holden Street, Warrensburg, MO 64093 hereinafter called CITY in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the CITY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction, reconstruction, or repair of certain public improvements for the City of Warrensburg. **FIRE STATION #2 CONCRETE FLATWORK PROJECT**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The CITY is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall Number be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Witness to Surety)

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound the City of Warrensburg, 102A S. Holden Street, Warrensburg, MO 64093 hereinafter called CITY, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_) in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL, entered into a certain contract with the CITY, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, a copy of which is hereto attached and made a part hereof for the construction, reconstruction, or repair of certain public improvements for the City of Warrensburg. **FIRE STATION #2 CONCRETE FLATWORK PROJECT**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all person, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provide in such contract, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by an claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the CITY, or the SURETY, above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy of the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail. Postage prepaid, in an envelope addressed to the PRINCIPAL, CITY, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to this BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall Number be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary) \_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_  
\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
(Witness to Surety) \_\_\_\_\_  
Attorney-in- Fact  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

**CERTIFICATION OF APPLICANT FOR PUBLIC BENEFIT 2  
PAGES**

**VALUE ADDED DOCUMENTS**

QUESTIONNAIRE  
(use attachments as necessary)

ARTICLE I ORGANIZATION

1.1 Date of organization (or incorporation) \_\_\_\_\_ State of Incorporation  
\_\_\_\_\_ (IRS) EIN \_\_\_\_\_.

1.2 Title/name of Principals (President, Vice-Presidents, Secretary and  
Treasurer, if a corporation; partners, if a partnership)

\_\_\_\_\_

\_\_\_\_\_

1.3 Is your organization domiciled within the boundaries of the State of Missouri?  
\_\_\_\_ If not, indicate the state in which your organization is domiciled. \_\_\_\_\_.  
If your organization is domiciled outside of the State, has your organization complied  
with all requirements for foreign corporations provided in RSMo Section 351.570 et  
seq.? \_\_\_\_ If so, attach a copy of the certificate of authority that your organization has  
procured from the Secretary of State.

1.4 If your organization, any business entity related to or affiliated with your  
organization, or any present or former executive employee, officer, director, shareholder  
(owning twenty percent (20%) or more of the outstanding shares), partner, or owner of  
your organization or of any such related or affiliated entity has ever been convicted or a  
felony, or has felony charges pending, in any state within the last three years from the  
date of Bid opening, furnish with this Bidder's Questionnaire all material facts relating to  
any such felony conviction or any such pending felony charges.

1.5 Is your organization currently listed in the list of contractors or subcontractors  
prosecuted and convicted for violations of RSMo Section 290.210 through 290.340 filed  
by the Department of Labor and Industrial Relations with the Secretary of State? \_\_\_\_\_

ARTICLE 2 LICENSING

2.1 If your organization holds valid licenses or certificates covering specialty  
trades that your organization intends to self-perform and for which a specific license or  
certificate is required, attach a list with all licenses and/or certificates and the Public  
Governmental Body(ies) issuing those licenses or certificates, and a copy of each such  
license or certificate.

ARTICLE 3 EXPERIENCE

3.1 What is the general character of the work performed by your organization?  
\_\_\_\_\_ How many years of experience in \_\_\_\_\_  
construction work has your organization had: (a) as a General Contractor? \_\_\_\_\_  
(b) as a Subcontractor? \_\_\_\_\_.

3.2 Attach a list of all public contracts or subcontracts under public contracts that your organization has performed within the last five (5) years over \$1,000,000.00 involving projects similar in character and scope to the Work under the bidding Documents (using the forms in the "References Attachment" provided with this Questionnaire). If the contract or subcontract referenced is not substantially completed, furnish the percent complete for that contract or subcontract.

3.3 Within the last five (5) years, has your organization failed to complete a contract or subcontract awarded to it? \_\_\_\_\_. If so, for each contract or subcontract, state when where and why?

3.4 Within the last five (5) years, has any officer or partner of your organization been an officer or partner of another organization that failed to complete a contract or subcontract? \_\_\_\_\_ If so, for each contract or subcontract, state the name of each officer or partner, the name of the organization and its owner(s) and the reasons why the contract or subcontract was not completed.

#### ARTICLE 4 ADDITIONAL QUALIFICATIONS

4.1 Parts of the Work, besides those disclosed on the List of Subcontractors that you intend to subcontract: \_\_\_\_\_

4.2 State the name, address and telephone number of a representative of your organization who personally visited and inspected the site:

\_\_\_\_\_  
\_\_\_\_\_

Also, describe subsurface and physical conditions at or contiguous to the site that your representative investigated and how they were accounted for in the preparation of your organization's Bid.

4.3 Attach a list of construction equipment and machinery your organization intends to use in the execution of the Work, as estimated in the preparation of your organization's Bid.

4.4 Does your organization rent or lease equipment or facilities from other affiliate organizations? \_\_\_\_\_ If so, state the name of the affiliate organization(s).

4.5 Credit Available? \_\_\_\_\_.

4.6 Will your organization, i.e., the Bidder named in the Authorized Signature Article on the Bid Form, be the only named Principal in the Performance Bond and Payment Bond? \_\_\_\_\_ If not, please identify the organization who will be named as Principal or Co-Principal on the Performance Bond and Payment Bond \_\_\_\_\_ . Also, state how such organization relates to the Bidder \_\_\_\_\_ (Note: If another organization is identified, the Bidder shall submit to the Owner or Engineer a separate Questionnaire and financial statement filled out by that organization as part of the Qualification Submittals required under the Instructions to Bidders.)

ARTICLE 5 REFERENCES

5.1 Trade References (Minimum of three (3)):

5.2 Bank References:

5.3 Insurance:

The undersigned Bidder, \_\_\_\_\_, warrants that all statements and answers made to the interrogatories in this Questionnaire are current, accurate and complete as of the date stated below.

Signed by: \_\_\_\_\_  
Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTACHMENT TO QUESTIONNAIRE

REFERENCE

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

Bidder's Representative (Name and Telephone):  
\_\_\_\_\_

Scope of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

Bidder's Representative (Name and Telephone):  
\_\_\_\_\_

Scope of Project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**INSERT ALL PDF FILES HERE:**

**CONFLICT OF INTEREST FORM**

**EXCESSIVE UNEMPLOYMENT IS IN EFFECT**

**AFFIDAVIT OF COMPLIANCE WITH WORK AUTHORIZATION**

**PREVAILING WAGE LAW CHECK OFF LIST**

**PREVAILING WAGE STANDARDS**

**CONTRACTOR REPORT OF CONSTRUCTION WAGE RATES 2  
PAGES**

**PREVAILING WAGE PROJECT NOTIFICATION**

**REQUEST FOR WAGE DETERMINATION**

**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW**

**PAYROLL SHEET 2 PAGES**

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fire station #2 Concrete Flatwork Project

The CITY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_ and Information for Bidder.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, Maintenance Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, Said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_  
This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_  
Title \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: FIRE STATION #2  
CONCRETE FLATWORK  
PROJECT

\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement Dated \_\_\_\_\_, 20\_\_ on or before \_\_\_\_\_, 20\_\_ and you are to complete the WORK by September 30, 2026.

\_\_\_\_\_  
CITY OF WARRENSBURG

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

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# DIVISION 1

## GENERAL CONDITIONS

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## **1. DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof, whether capitalized or not:
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 ASBESTOS – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.4 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.5 BIDDER – Any person, firm or corporation submitting a BID for the WORK.
- 1.6 BONDS – Bid, Performance and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- 1.7 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.8 CITY – The City of Warrensburg, Missouri.
- 1.9 CONTRACT DOCUMENTS – The CONTRACT, including advertisements for BIDS, information for BIDDERS, BID, BID BOND, Agreement, General Conditions, SUPPLEMENTAL GENERAL CONDITIONS, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.
- 1.10 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.11 CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.12 CONTRACTOR – The person, firm, or corporation with whom the CITY has executed the Agreement. CONTRACTOR shall be an independent contractor under this CONTRACT.
- 1.13 DRAWINGS – The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY.

- 1.14 HAZARDOUS ENVIRONMENTAL CONDITION – The presence at the SITE of ASBESTOS, HAZARDOUS WASTE, PCB's, PETROLEUM PRODUCTS or RADIOACTIVE MATERIALS in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the WORK.
- 1.15 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.
- 1.16 NOTICE OF AWARD – The written notice of the acceptance of the BID from the CITY to the successful BIDDER.
- 1.17 NOTICE TO PROCEED – Written communication issued by the CITY to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.18 OWNER – The City of Warrensburg, Missouri.
- 1.19 PCBs – Polychlorinated biphenyl's.
- 1.20 PETROLEUM – Petroleum products, 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 oils.
- 1.21 PROCEED ORDER – A written order effecting a change in the WORK preliminary to a formal approval of a CHANGE ORDER, issued by the CITY or its representatives, that may allow the WORK to proceed for a reasonable period while a CHANGE ORDER is reviewed and approved.
- 1.22 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.23 RADIOACTIVE MATERIAL – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.24 REQUEST FOR INTERPRETATION - Request from CONTRACTOR seeking interpretation or clarification of the CONTRACT DOCUMENTS from CITY or its engineers.
- 1.25 REQUEST FOR PROPOSAL – A request to the CONTRACTOR by CITY to submit a proposal for changes in the WORK based upon a defined scope of work and a specified method of pricing.
- 1.26 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

- 1.27 SITE – Lands or other areas designated in the CONTRACT DOCUMENTS as being furnished by the CITY upon which construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CITY which are designated for use of CONTRACTOR.
- 1.28 SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.29 SUBCONTRACTOR – An individual, firm or corporation having a direct CONTRACT with CONTRACTOR or with any SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.30 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.31 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.32 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the CITY, as deemed necessary by the CITY to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DRAWINGS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, DOCUMENTS AND REPORTS**

- 3.1 The CONTRACTOR shall submit to the CITY such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 CONTRACTOR shall meet regularly with CITY in order to maintain schedules for the WORK and to provide coordination with the CITY and others.

## **4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT

DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the CITY.

- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the CITY in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS AND SUBMITTALS**

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The CITY shall promptly review all SHOP DRAWINGS. The CITY'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the CITY'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the CITY. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the SITE and shall be available to the CITY.

## **6. MATERIALS, SERVICES AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the CITY.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The CITY shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the CITY timely notice of readiness. The CONTRACTOR will then furnish the CITY the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the CITY or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The CITY will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the CITY it must, if required by the CITY, be uncovered for the CITY'S observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the CITY considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the CITY'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the CITY may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or

both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

- 7.9 Any WORK not in compliance with this CONTRACT or the highest standards of workmanship may be rejected by CITY and CONTRACTOR shall replace it in compliance with Section 17 below.

## **8. SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS and SPECIFICATIONS by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the CITY, such materials, article or piece of equipment is of equal substance and function to the specified, the CITY may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACTOR PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

- 8.2 All materials utilized in the WORK shall be new materials.

## **9. PATENTS**

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the CITY.

## **10. SURVEYS, PERMITS, REGULATIONS**

- 10.1 The CITY shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the CITY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, monuments and stakes of CITY and all other parties maintaining the same within

the area of the WORK and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for the by the CONTRACTOR unless otherwise stated. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the CITY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the CITY in writing, and any necessary changes shall be adjusted as provided in Section 14, CHANGES IN THE WORK.

10.4 CONTRACTOR shall abide by all restrictions and covenants applicable to the easements within which the WORK will be performed, and shall hold CITY harmless for any failure to do so.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements. The Contractor shall also comply with any Master Safety Plan adopted by the City.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify CITY of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or any person directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, except damage or loss attributable to the fault of the CITY, or anyone employed by the CITY or anyone for whose acts the CITY may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the CITY, shall act to prevent threatened damage, injury or

loss. The CONTRACTOR will give the CITY prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

- 11.4 CONTRACTOR shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of CONTRACTOR'S failure, or failure of its employees, agents or SUBCONTRACTORS, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this CONTRACT. Attached hereto are certifications of compliance required.
- 11.5 All CONTRACTORS entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any CONTRACTOR violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

- 11.6 The CONTRACTOR is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. CONTRACTOR understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity by CONTRACTOR or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CONTRACTOR, of any SUBCONTRACTOR (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontract for part of the services), of anyone directly or indirectly employed by CONTRACTOR or by any SUBCONTRACTOR, or of anyone for whose acts the CONTRACTOR or its SUBCONTRACTOR may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

CONTRACTOR expressly waives any action for Contribution against the CITY on behalf of the CONTRACTOR, any SUBCONTRACTOR (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontract for part of the services), anyone directly or indirectly employed by CONTRACTOR or by any SUBCONTRACTOR, or of anyone for whose acts the

CONTRACTOR or its SUBCONTRACTOR may be liable, and the insurers for those parties, and agrees to provide a copy of this waiver to any of party affected by this provision.

**12. HAZARDOUS ENVIRONMENTAL CONDITION AT SITE**

- 12.1 CONTRACTOR will not be responsible for any HAZARDOUS ENVIRONMENTAL CONDITION encountered at the SITE which was not identified in the CONTRACT DOCUMENTS to be within the scope of the WORK. CONTRACTOR will be responsible for materials creating a HAZARDOUS ENVIRONMENTAL CONDITION created by any materials brought to the SITE by CONTRACTOR, SUBCONTRACTORS, SUPPLIERS or anyone else for whom CONTRACTOR is responsible.
- 12.2 If CONTRACTOR encounters a HAZARDOUS ENVIRONMENTAL CONDITION, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 11.3); and (iii) notify CITY (and thereafter confirm such notice in writing). CITY shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.
- 12.3 CONTRACTOR shall not be required to resume construction in connection with such HAZARDOUS ENVIRONMENTAL CONDITION or in any such affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of construction, or (ii) specifying any special conditions under which such construction may be resumed safely. If CITY and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in CONTRACT PRICE or CONTRACT TIMES as a result of such construction stoppage or such special conditions under which construction is agreed to be resumed by CONTRACTOR, either party may make a claim therefore as provided in the CONTRACT DOCUMENTS.
- 12.4 If after receipt of such special written notice CONTRACTOR does not agree to resume construction based on a reasonable belief it is unsafe, or does not agree to resume such construction under such special conditions, then CITY may order such portion of the WORK that is related to such HAZARDOUS ENVIRONMENTAL CONDITION to be deleted from the WORK. If CITY and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in CONTRACT PRICE or CONTRACT TIMES as a result of deleting such portion of the WORK, then either party may make a claim therefore as provided in the CONTRACT DOCUMENTS. CITY may have such deleted portion of the WORK performed by CITY's own forces or others in accordance with Article 18.
- 12.5 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY's consultants and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges for engineers, architects, attorneys and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such HAZARDOUS ENVIRONMENTAL CONDITION created by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Nothing in this paragraph shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

### **13. SUPERVISION BY CONTRACTOR**

- 13.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR or the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
- 13.2 During the progress of the WORK, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the WORK. At the completion of the WORK the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENT.
- 13.3 The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.
- 13.4 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- A. all employees on the WORK and other persons and organizations who may be affected thereby;
  - B. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
- 13.5 The CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners

when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. The CONTRACTOR shall also notify Missouri One Call and the CITY when doing any underground work. All damage, injury or loss to any property referred to in these paragraphs caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, SUPPLIER or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR. The CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and the CITY has issued a notice to the CONTRACTOR that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### **14. CHANGES IN THE WORK**

- 14.1 The CITY may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER. CHANGE ORDER shall be used to adjust quantities of installed units which are different than those shown in the BID SCHEDULE because of final measurements. Final measurements shall not be considered changes in the WORK. Final measurements will determine compensation to the CONTRACTOR based on unit price shown in BID SCHEDULE.
- 14.2 The CITY, also, may at any time, by issuing a PROCEED ORDER, make changes in the details of the WORK pending approval by the CITY of a CHANGE ORDER. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the CITY.
- 14.3 All CHANGE ORDERS shall be completed in the form attached to these GENERAL CONDITIONS.
- 14.4 No bond issued to comply with CONTRACTOR'S responsibilities shall be conditioned upon receipt of notice of any change order or proceed orders.
- 14.5 No additional, different or extra work completed by CONTRACTOR shall be compensated without a CHANGE ORDER or PROCEED ORDER, except in case of emergency. In no event will CONTRACTOR's charges for work under a PROCEED ORDER or CHANGE ORDER include more than ten percent (10%) for overhead or profit without the express written consent of CITY in advance.

#### **15. CHANGES IN CONTRACT PRICE**

- 15.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below.
  - A. Unit prices previously approved

- B. An agreed lump sum
- C. Time and material basis

**16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 16.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 16.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 16.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay to the CITY five hundred dollars (\$500.00) for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 16.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the CITY:
  - A. To any preference, priority or allocation order duly issued by the CITY.
  - B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a CONTRACT with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
  - C. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 16.4.A and 16.4.B of this article.
- 16.5 Except as otherwise approved by CITY in writing, all work hereunder shall occur between the hours of 7:30 a.m. and 4:30 p.m. on Monday through Friday, or such other hours as are specified by the CITY in writing, or required by any easements for the WORK.

**17. CORRECTION OF WORK**

- 17.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the CITY for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the CITY and shall bear the expense of

making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 17.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the CITY may remove such WORK and store the materials at the expense of the CONTRACTOR.

**18. SUBSURFACE CONDITIONS**

- 18.1 The CONTRACTOR, before bidding the PROJECT, has the responsibility to become familiar with the site of the PROJECT and the conditions under which WORK will have to be performed during the construction period.
- 18.2 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the CITY by WRITTEN NOTICE of:
- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
  - B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
  - C. The CITY shall promptly investigate the conditions, and SUBJECT TO section 18.3.A below, if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereinafter shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the CITY may, if the CITY determines the facts so justify, consider and adjust any such claims asserted before the date of the final payment.
  - D. The CITY shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereinafter shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the CITY may, if the CITY determines the facts so justify, consider and adjust any such claims asserted before the date of the final payment.
- 18.3 CONTRACTOR shall notify the Missouri Call Center ("One-Call") prior to excavating for the location of below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures. CONTRACTOR shall be responsible for locating and safeguarding all underground facilities prior to any excavation.

- A. No extra compensation will be paid for rock excavation or varying geologic features encountered on the PROJECT, unless so shown as a bid item in the Bid Schedule for the bid.
- B. If man-made hazards are encountered by the CONTRACTOR, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps, which cannot be by-passed and requires additional work, then the procedure set for the in 17.2.D will be followed.

**19. SUSPENSION OF WORK, TERMINATION AND DELAY**

- 19.1 The CITY may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 19.2 If the CONTRACTOR is adjudged to be bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the CITY, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a CHANGE ORDER.
- 19.3 Where the CONTRACTOR'S services have been so terminated by the CITY, said termination shall not affect any right of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

- 19.4 After ten (10) days from the delivery of WRITTEN NOTICE to the CONTRACTOR and the CITY, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit. During this ten days, CONTRACTOR shall not increase work on the PROJECT or order additional materials for use in the PROJECT.
- 19.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails to act on any request for payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR substantially the sum approved by the CITY within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from the delivery of a WRITTEN NOTICE to the CITY terminate the CONTRACT and recover from the CITY payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the CITY has failed to act on a request for payment of if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the CITY stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT price or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 19.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the CITY to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the CITY.
- 19.7 The CITY, without terminating the service of the CONTRACTOR or WRITTEN NOTICE to the Surety, may withhold on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect itself from loss on account of: defective work not remedied, claims filed or reasonable evidence indication probable filing of claims, failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor, a reasonable doubt that the WORK can be completed for the balance then unpaid, damage to another CONTRACTOR and performance of WORK in violation of the terms of the CONTRACT DOCUMENTS, or a reasonable belief that the CONTRACTOR will fail to complete the WORK within the CONTRACT TIME and liquidated damages will be properly withheld.

## **20. PAYMENT TO CONTRACTOR**

- 20.1 The CONTRACTOR will submit to the CITY a payment request based upon the Schedule of Values filled out and signed by the CONTRACTOR covering the WORK performed and supported by such data as the CITY may reasonably require by the 15<sup>th</sup> day of each month. The CITY will, within thirty (30) days after receipt of the payment estimate, or by the next regular city council meeting of

- CITY, whichever is later, either indicate in writing approval of payment or return the payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the payment estimate. The CITY will, within thirty (30) days of presentation of an approved payment estimate, pay the CONTRACTOR the approved payment request, less a retainage of five percent (5%) of the payment, or such greater sum as may be required under the CONTRACT DOCUMENTS.
- 20.2 Prior to completion and acceptance of the WORK, the CITY, with the concurrence of the CONTRACTOR, may use any completed or substantially complete portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 20.3 The CITY shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the CITY.
- 20.4 Upon completion and acceptance of the WORK, the CITY shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTORS, including the retained percentages, but except such sums as may be lawfully retained by the CITY, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 20.5 The CONTRACTOR will indemnify and save the CITY harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the CITY'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the CITY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the CITY to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the CITY shall be considered as a payment made under the CONTRACT DOCUMENTS by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 20.6 If the CITY fails to make payment thirty (30) days after approval, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest commencing on the first day after said payment is due and

continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in RSMo 408.020.

- 20.7 It is expressly a condition precedent to any payment being made that CONTRACTOR shall be in compliance with all terms of the CONTRACT DOCUMENTS and shall have provided at least the following to the CITY:
- A. List of subcontractors.
  - B. Schedule of Values.
  - C. Contractor's Construction Schedule (preliminary if not final).
  - D. Schedule of unit prices.
  - E. Submittals Schedule (preliminary if not final).
  - F. List of Contractor's staff assignments.
  - G. List of Contractor's principal consultants.
  - H. Copies of building permits.
  - I. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - J. Initial progress report.
  - K. Report of preconstruction conference.
  - L. Performance, Payment, and Maintenance Bonds
  - M. Certificates of insurance and insurance policies.
  - N. Copies of Contractor's Safety Plan.

- 20.8 It is expressly a condition precedent to any final payment being made that CONTRACTOR shall be in compliance with all terms of the CONTRACT DOCUMENTS and shall have provided at least the following to the CITY:
- A. Evidence of completion of Project closeout requirements.
  - B. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - C. Updated final statement, accounting for final changes to the Contract Sum.
  - D. Completion of all affidavits concerning prevailing wages
  - E. Evidence that claims have been settled.
  - F. Final meter readings for utilities and similar data as of date of Substantial Completion or when CITY took possession of and assumed responsibility for corresponding elements of the WORK.
  - G. Final, liquidated damages settlement statement.
  - H. Complete affidavit concerning compliance with Prevailing Wage requirements.

## **21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 21.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release of the CITY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the CITY and others relating to or arising out of this WORK. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance, Payment, BONDS or maintenance.

## **22. INSURANCE**

22.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law;
  - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law;
  - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$532,148.00 per person and \$3,547,658.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted;
  - D. Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$532,148.00 per person and \$3,547,658.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed
  - E. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- 22.2 Certificates of Insurance acceptable to the CITY shall be filed with the CITY prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the CITY, and shall name CITY as an additional insured by endorsement.
- 22.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT time, liability insurance as hereinafter specified:
- A. Where the WORK to be performed under the CONTRACT DOCUMENTS involves excavation or other underground WORK or construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the CITY'S premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or

supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the CONTRACT provides for alternations in, additions to, or the underpinning of an existing structure or structures. Before any blasting will be permitted, the CONTRACTOR shall be required to obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy

- B. The CONTRACTOR shall secure CONTRACTOR'S Contingent or Protective Liability AND Property Damage to protect the CONTRACTOR from any and all claims arising from the operations of SUBCONTRACTOR employed by the CONTRACTOR. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.
- C. The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance to protect the CONTRACTOR from any and all claims arising from the use of the following in the execution of the WORK: a) CONTRACTOR'S own automobiles and trucks. b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the CONTRACTOR. The insurance shall cover the use of the automobiles and trucks both on and off the site of the PROJECT. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

22.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the project is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

22.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured, as their interests may appear, the CITY, CONTRACTOR, and SUBCONTRACTORS. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT. Any proceeds paid to the CITY or other party under such policy shall

be held and used by the party to replace the part of the WORK which has been damaged.

- 22.6 Any insured loss under the policies of insurance required by Paragraphs 22.5 will be adjusted with CITY and made payable to CITY as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 22.7. CITY shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged WORK shall be repaired or replaced, the moneys so received applied on account thereof and the WORK and the cost thereof covered by an appropriate CHANGE ORDER.
- 22.7 CITY as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CITY's exercise of this power. If such object be made, CITY as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CITY as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CITY as fiduciary shall give bond for the proper performance of such duties.

### **23. CONTRACT SECURITY**

- 23.1 The CONTRACTOR shall within fifteen (15) days after the receipt of the NOTICE OF AWARD furnish the CITY with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the CITY to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the CITY.
- 23.2 CONTRACTOR shall provide a maintenance bond for the WORK in the amount of the CONTRACT PRICE to guaranty that the WORK shall be free from defects for a period of one year from final payment.

## **24. ASSIGNMENTS**

24.1 Neither the CONTRACTOR nor the CITY shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

## **25. INDEMNIFICATION**

25.1 The CONTRACTOR will indemnify and hold harmless the CITY and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

25.2 In any and all claims against the CITY or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits act.

25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the CITY or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## **26. SEPARATE CONTRACTS**

26.1 The CITY reserves the right to let other CONTRACTS in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK, of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the CITY any defects in such WORK that render it unsuitable for such proper execution and results.

26.2 The CITY may perform additional WORK related to the PROJECT or the CITY may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (or the CITY, if the CITY is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

26.3 If the performance of additional WORK by other CONTRACTORS or the CITY is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to

starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the CITY or others involves it in additional expense or entitles it to any extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

## **27. SUBCONTRACTING**

- 27.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 27.2 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.
- 27.3 The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any SUBCONTRACT that the CITY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.4 Nothing contained in the CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the CITY.
- 27.5 Only SUBCONTRACTORS or SUPPLIERS specified in the bid may be utilized without CITY'S prior approval.
- 27.6 CONTRACTOR shall be responsible for all work and materials supplied by any SUBCONTRACTOR or SUPPLIER and to guarantee that such work complies with the CONTRACT DOCUMENTS.

## **28. CITY'S AUTHORITY**

- 28.1 The CITY shall decide questions which may arise as the quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The CITY will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factor or fabrication plant of the source of the material supply.
- 28.3 The CITY will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- 28.4 The CITY shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

**29. LAND AND RIGHT-OF-WAY**

- 29.1 Prior to issuance of NOTICE TO PROCEED, the CITY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 29.2 The CITY shall provide to the CONTRACTOR information which delineates and describes the lands owned and right-of-way acquired.
- 29.3 The CONTRACTOR shall provide at its own expense and without liability to the CITY any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

**30. GUARANTEE**

- 30.1 The CONTRACTOR shall guarantee installation of all materials (regardless of their source) and WORK performed for a period of one (1) year from the date of completion and acceptance of the WORK. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion and acceptance of the WORK that the completed WORK is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damages that were caused by defects in the WORK. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost thereby incurred. In emergency where, in the judgment of the CITY, delay would cause serious loss or damage, repairs and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR, and the CONTRACTOR shall pay the cost thereof. The Performance BOND shall remain in full force and effect through the guarantee period, or a separate maintenance BOND approved by the CITY.

**31. REMEDIES**

- 31.1 Except as may be otherwise found in the CONTRACT DOCUMENTS, all claims, disputes, counter-claims, and other matters in question between the CITY and CONTRACTOR arising out of or related to this AGREEMENT or the breach thereof, will be decided by any dispute resolution method mutually agreed upon, or in the absence of mutual agreement in the Circuit Court of Johnson County, Missouri.

**32. TAXES**

- 32.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the laws of the place where the WORK is performed.
- 32.2 A Missouri Sales Tax Exemption is provided for by Missouri State Statutes 144.062, effective August 28, 1994, which allows for a sales tax exception to contractors construction, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exempt entity. The CITY shall furnish an exemption

certificate for purchases in the construction, repair or remodeling project, to each CONTRACTOR and/or SUBCONTRACTOR.

**33. GENERAL PROVISIONS**

- 33.1 No waiver of any provision of this AGREEMENT will be deemed or constitute a waiver of any other provision, nor will it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both CITY and CONTRACTOR; nor will the waiver of any defect under this AGREEMENT be deemed a waiver of any subsequent default or defaults of the same type. The CITY'S failure to exercise any right under this AGREEMENT will not constitute the approval of any wrongful act by the CITY or the acceptance of any public improvement.
- 33.2 The parties to this AGREEMENT may amend or modify this AGREEMENT only by written instrument duly executed by the parties hereto.
- 33.3 No person or entity who or which is not a party to this AGREEMENT will have any right of action under this AGREEMENT.
- 33.4 If any part, term, or provision of this AGREEMENT is held by a court to illegal or otherwise unenforceable will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this AGREEMENT.
- 33.5 Any notice required or permitted by this AGREEMENT will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

CITY:  
City Manager  
City of Warrensburg  
102A South Holden Street  
Warrensburg, Missouri 64093

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 33.6 Personal jurisdiction and venue for any civil action commenced by either party to this AGREEMENT shall be deemed to be proper only if such action is commenced in the Circuit Court of Johnson County, Missouri. The CONTRACTOR expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.
- 33.7 This AGREEMENT shall be construed in accordance with and governed by the laws of the State of Missouri.

**34. PREVAILING WAGE**

- 34.1 The CONTRACTOR shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto, to the extent that they are triggered during the Contract. Any work under a change order that causes the total project cost to exceed \$75,000.00, or that is in place for a contract already in excess of

\$75,000.00 shall be done with payment of Prevailing Wages or Contracting Minimum Wage, as applicable, as published by the Missouri Department of Labor and the Wage Order incorporated into the bidding documents. The provisions of this Section apply only in the event that Prevailing Wage requirements are in effect for the project, in whole or in part.

- 34.2 The CONTRACTOR and each SUBCONTRACTOR shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the City. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the WORK. CONTRACTORS and SUBCONTRACTORS will submit certified copies of their payrolls to the City prior to contract acceptance.
- 34.3 Throughout the life of this CONTRACT, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 34.4 Pursuant to Section 290.250 RSMo, the CONTRACTOR shall forfeit to the CITY as a penalty, ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the CONTRACT, by them or by any SUBCONTRACTOR under them.
- 34.5 After compliance of the work and before final payment can be made under this CONTRACT, the CONTRACTOR and each SUBCONTRACTOR must file with the City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 34.6 During the life of this CONTRACT, the prevailing hourly rate of wages is subject to change by the Labor and Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the CONTRACTOR against the CITY, nor will deductions be made by the CITY against sums due the CONTRACTOR by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this CONTRACT.
- 34.7 During the term of any order from the Department of Labor concerning excessive unemployment, the provisions of Sections 290.550 through 290.580 RSMo shall be observed by CONTRACTOR.

### **35. CONTRACT COMPLETION AND CLOSEOUT**

- 35.1 Upon the WORK being substantially complete, CONTRACTOR shall notify CITY of this status and request CITY to provide its inspection and report of punchlist items to achieve final completion.

- 35.2 Upon substantial completion, final payment may be made to CONTRACTOR, less any retainage withheld pursuant to the CONTRACT DOCUMENTS to correct CONTRACTOR'S lack of compliance or the final punchlist items.
- 35.3 Upon substantial completion, CONTRACTOR shall submit the following:
- A. a complete list of values of completed work per the BID or any CHANGE ORDERS;
  - B. a list of incomplete items;
  - C. a list of pending insurance change over requirements;
  - D. copies of all warranties, bonds, manuals or similar documents related to the WORK or any materials utilized;
  - E. proof of payment to all SUBCONTRACTORS and SUPPLIERS;
  - F. proof of compliance with prevailing wage requirements;
  - G. proof of final SITE clean-up, and
  - H. final requests for progress payment upon substantial completion.
- 35.4 In order for final acceptance and closeout to occur and for final payment to be made, the following shall occur:
- A. all punchlist items shall be complete and accepted by CITY;
  - B. an updated and final schedule of values and payments for the WORK shall be submitted by CONTRACTOR;
  - C. submit a copy of all drawings and plans utilized in the PROJECT with all variations or changes made in the field marked thereon;
  - D. complete all final cleaning of the WORK, and
  - E. submit request for final payment.

**SECTION 2**  
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## SECTION 2

### **SPECIAL CONDITIONS**

#### **1. GENERAL DESCRIPTION**

The work to be performed under this Section consists of the demolition, removal and replacement of concrete materials, including the general clean-up of the site and associated streets on a daily basis, as described in the contract documents and specifications.

#### **2. SPECIFICATIONS**

The Specifications which are bound herewith, and which shall govern the materials furnished and the work to be performed in construction of the work are identified and indexed in the Table of Contents at the beginning of this section of Documents.

#### **3. PLANS AND SPECIFICATIONS**

The Contractor shall keep one copy of the Specifications and Plans constantly accessible on the work site.

#### **4. LICENSES, PERMITS AND CERTIFICATES**

All City licenses, State permits, certificates, etc., required for, and in connection with the work shall be secured by the Contractor entirely at their own expense.

#### **5. WATER**

All water required for and in connection with the work to be performed may be obtained from the City supply at the Contractor's expense. The Contractor shall provide his own meters for measuring water used by them for execution of the work and will only be installed with the direct permission of the Missouri American Water Company. Upon completion of this work, the Contractor shall remove all of his temporary service installations.

#### **6. ELECTRICAL POWER**

All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed shall be provided by the Contractor at their own expense.

#### **7. RIGHT-OF-WAY**

The necessary right-of-way, permanent easements and temporary construction easements for the construction of this project will be provided by the City of Warrensburg. The Contractor shall confine their construction operations to the right-of-way and within the temporary construction easement accordingly, and shall use due care in placing construction tools, equipment, excavated materials, pipe materials and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of

such tools, equipment and materials shall be subject to the approval of the City. Where space within the right-of-way easements is not available for a construction plant, the Contractor shall provide at their own expense any working area they require, and shall construct and maintain any roadway or other facilities required for this purpose

#### **8. DAMAGE TO EXISTING STRUCTURES, MATERIALS OR EQUIPMENT**

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any such damaged structures, work, materials or equipment to the satisfaction of the City.

#### **9. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by them or any of their Subcontractors. All surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the Work, together with all sod, shrubs, and trees in areas crossed by or adjacent to the right-of-way, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition thereof as determined and approved by the City. The Contractor shall be responsible for all damage to roads, driveways, railroad, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facilities, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work area or any part of the work site thereof, whether by them or their subcontractor or subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair, replacement or payment of costs incurred in connection with said damages.

#### **10. UTILITIES**

Wherein, in the opinion of the City, it is necessary to relocate utilities to permit construction, such utilities will be relocated by others. All utilities which are to remain and have various accessories which will need to be rearranged or adjusted temporarily shall be performed by the Specific Utility Company and at the expense of the Utility company when on public property. All utility companies will pursue the relocation or adjustment of their specific facilities to conform with all proposed improvements prior to the commencement of construction on this project. The contractor shall notify the various utility companies prior to the commencement of work in that area to advise the utility company of work procedure. If the Contractor wishes to have any utility temporarily relocated for his own convenience, he shall make the necessary arrangements with the owners and reimburse them at his own expense for the cost of the work. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted. In the event of interruption to water, gas or other 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 essential public utility service is interrupted, repair work shall be continuous until the service is restored. The Contractor is responsible for locating and protecting utilities and cooperating with their owners, and any damage caused to the utilities by his operations shall be repaired entirely at the Contractor's expense.

## **11. MAINTENANCE OF LOCAL TRAFFIC**

- 11.1 The Contractor may restrict traffic to one lane or close streets completely during construction hours. If at all possible, vehicular, emergency, and police access shall be maintained at all times, 24 hours a day, including weekends. At least ten (10) days prior to the closing or restriction of any streets, the Contractor shall submit in writing, a detailed construction method, procedure and time schedule to complete the required work and a detailed description of their Traffic Control Plan, which shall include a drawing showing the street to be closed/restricted, the detour route, and the location of the signs to be used.
- 11.2 The Contractor shall coordinate the construction operation in the area as herein mentioned with the City and adjacent Land Owners. All residents adjacent to the project shall be afforded access at all times to their property. Vehicular access to all private driveways and entrances shall be maintained throughout the Contract except during the specified periods of actual driveway and entrance construction and roadway construction adjacent to the driveway and entrance, which shall be coordinated with the City and the adjacent Land Owner.
- 11.3 The Contractor shall make all provisions and assume all cost of barricades, markers and flagmen during the periods of restricted traffic to provide safe, effective movement of traffic so as to protect the public, workmen and the work from injury or damage and shall cooperate with local law enforcement agencies on handling and controlling the speed of traffic through the limits of the Project, in accordance with MoDot standard guidelines.
- 11.4 Prior to the actual closing of any streets, the Contractor shall notify the City of Warrensburg Street Department, City of Warrensburg Fire Department, City of Warrensburg Police Department, City of Warrensburg, Public Works Department, and Johnson County Central Dispatch. Such notification shall also be made in conjunction with the reopening of any streets.

## **12. BARRICADES AND WARNING SIGNS**

- 12.1 The Contractor shall, at his own expense and without further or other order, provide, erect and maintain at all times during the progress or during temporary suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep and maintain such danger lights, signals, and watchmen as may be necessary to insure the safety of the public, as well as those engaged in connection with the work.
- 12.2 The Contractor shall furnish and erect all traffic control signs that are required to control vehicular traffic and or as designated by the City. The Contractor shall furnish all posts, skids, easels, and supports and shall be required to set, move and remove all signs as specified. The size, shape, color, and placement of all signs shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and all subsequent

revisions. The size and layout of the message on the signs shall comply with the latest edition of said manual. All signs used for nighttime traffic control shall have a reflectorized background. All signs, barricades and traffic control devices shall be maintained and paid for at the Contractor's expense.

- 12.3 Where it is necessary to residents living along the road to use that road which is barricaded, suitable means shall be provided for their entrance and exit, but the general traveling public may be excluded.
- 12.4 The Contractor's responsibility for the maintenance of barricades and lights on any individual item of work included in the Construction shall cease only when released in writing by the City.
- 12.5 All required temporary construction and warning signs, barricades, traffic control devices, post, sheds and supports shall be furnished, installed and maintained by the Contractor during the progress of the Work.

### **13. GEOLOGIC INFORMATION**

The plans may show geologic information taken from a geology survey made at the site. Geology surveys and other subsurface investigations are shown on the Plans and the best information available of the actual subsurface conditions. If additional geologic information is desired, it must be obtained by the Developer and/or Contractor at his own expense.

### **14. BURIED UTILITIES**

Buried utilities such as gas, water, power and communications, if located in the project area, should be shown on the Plans from information obtained in the field and from the various utility companies. The Contractor prior to constructing the storm drainage improvements as described herein, shall contact the various utility companies as indicated above to verify and confirm the location and depth of said utility.

### **15. EXISTING UTILITIES**

- 15.1 The underground utilities shown on the Plans are from field survey data and known available records. This does not guarantee their exact location, depth or that all existing underground utilities are shown on the Plans. The Contractor shall notify all utility companies in advance of work around or adjacent to any utilities, and shall verify the exact location and depth prior to excavation.
- 15.2 If the Contractor wishes to have any utility relocated for this convenience, he shall make the necessary arrangement with the owners of that utility. The Contractor shall cooperate with the owners of all utilities in their removal and/or relocation so the Work may progress in a reasonable manner to avoid duplication of work, and that services rendered by those utilities is not unnecessarily interrupted.
- 15.3 In the event of interruption of services due to being exposed, unsupported or due to breakage, the Contractor shall promptly notify the proper authority and shall cooperate in the restoration of service. Damage caused to the utility by the Contractor's operations will be repaired at the Contractor's expense.

## **16. DUST CONTROL**

Adequate precaution should be taken to insure that excessive dust within the construction area is kept to a minimum, to include spraying of water to control the dust.

## **17. RESPONSIBILITY OF CONTRACTOR FOR EMBANKMENT AND BACKFILL SETTLEMENT**

The Contractor shall be responsible, financially and otherwise, for;

- (a) any and all settlement of trench and other embankment which may occur from the time of original placement until the expiration of a period of two years from and after the date of final acceptance of the Work under which the backfilling or embankment work was performed,
- (b) the refilling and repair of all settlement and the repair or replacement to the original or a better condition of all pavement, top surfacings, driveways, walks, surface structures, utilities, drainage facilities, sod and shrubbery, which have been damaged as a result of said settlement or which have been removed or destroyed in connection with replacement operations, and
- (c) any and all damage claims filed with or court actions brought against the City for and on account of any damage or damages directly or indirectly caused by said settlement.

The Contractor shall make or cause to be made, all necessary backfill or embankment replacements, and repairs or replacements appurtenant thereto, within thirty (30) days from and after due notification by the City of settlement and resulting damage at any designated location(s).

## **18. PROTECTION OF TREES AND SHRUBBERY**

- 18.1 No trees shall be removed on the right-of-way except where their removal is shown on the Plans.
- 18.2 Main tree roots shall not be cut except where they fall within the area to be occupied by a portion of the Work. Excavation shall be done by hand where necessary to prevent injury to roots or protected from permanent damage by reasons of construction operations. Pruning and trimming of standing trees, where required, shall be where shown on the construction plans.

## **19. PUBLIC CONVENIENCE**

During the progress of the Work the convenience of the local public and of residents along the Work shall be considered and, where possible, their rights of access shall be preserved. Temporary driveways, approaches and crossings shall be provided where practicable and maintained in good condition. Construction materials shall be stored or stockpiled so as to cause as little obstruction as possible and still be readily accessible for use or inspection. No material shall be stored within two (2) feet of any trees or buildings nor within five (5) feet of any fire hydrants. Fire hydrants shall remain ready for immediate use by the fire department.

## **20. CONTAMINATED SOIL FINDS**

If during course of construction evidence of deposits of contaminated soils are found, cease operations affecting find and notify City who will notify Department of Natural Resources; no further disturbance of deposits will ensue until notification by City that work may proceed; City will issue notice to proceed only after contaminated soils have been identified and procedures for remediating contaminated soils have been identified and procedures for remedial action have been determined and approved by Missouri Department of Natural Resources and City; compensation to Contractor, if any, for lost time or changes in construction due to changed conditions will be in accordance with change order provisions of specifications.

## **21. HISTORICAL/ARCHAEOLOGICAL FINDS**

If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify City who shall notify Missouri Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, No further disturbance of deposits shall ensue until notification by City that work may proceed. City will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and City. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with charged conditions or change order provisions of specifications.

## **22. SITE CLEAN-UP**

During the progress of the work and upon completion, but prior to final payment, the Contractor shall thoroughly clean and properly dispose of all resultant dirt, debris and other waste materials throughout the site locations and all adjacent areas. The Contractor shall ensure that the site locations and adjacent areas affected by the Work are clean and free from debris resulting from the WORK, including the daily cleaning of streets and sidewalks of debris, trash, mud, etc.

**END OF SECTION**

## **SECTION 11**

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# SECTION 11

## CONCRETE

**1. DESCRIPTION:** This work includes the furnishing of all materials, labor, equipment and services of every kind required to construct all of the concrete required as shown on the Plans and specified in these Specifications.

**2. MATERIALS:** Materials shall conform to the requirements of the respective Specifications described herein.

2.1 Cement: Cement used in concrete shall be Type I Standard Portland Cement conforming to the requirements of the "Standard Specifications for Portland Cement", Type I, ASTM Designation: C 150.

2.2 Fine Aggregate: This type of aggregate shall consist of natural sand resulting from the disintegration of siliceous and/or calcareous rocks or manufactured sand, produced by crushing predominantly siliceous materials. When combined with Type III cement, the resulting mortar shall develop a minimum compressive strength of 100% of the strengths obtained from specimens of the same proportions and consisting of the same cement and Standard Ottawa Sand after 24 hours and 72 hours. This aggregate shall be free from injurious amounts of organic impurities and from injurious amounts of alkali. Other deleterious substances shall not exceed the following percentages by weight:

Material passing No. 200 Sieve	2.0
Shale, lignite, coal, soft or flaky fragments	0.25
Sticks and other substances (wet)	0.25
Clay lumps (wet on No. 4 sieve)	0.25

A mixture composed of three (3) parts of this aggregate, one (1) part of portland cement and sufficient water for proper molding shall, when molded into specimens, harden completely in twenty-four (24) hours.

2.3 The fine aggregate shall be well-graded from coarse to fine and shall comply with the following size requirements:

Sieve Designations (Square Openings)	Percentage Passing (By Weight)
1/2 Inch Sieve	100
3/8 Inch Sieve	99-100
No. 4 Sieve	95-100
No. 8 Sieve	85-95
No. 16 Sieve	60-85
No. 30 Sieve	60-60
No. 50 Sieve	10-30
No. 100 Sieve	0-5

The fine aggregate shall have not more than 35 percent retained between any two consecutive sieves and the fineness modulus shall be between 2.50 and 3.10. Aggregate which shows a variation in fineness modulus greater than 0.20 more or less than that of the representative sample submitted will be rejected.

2.4 Coarse Aggregate shall conform to ASTM Designation: C 33, except as modified herein. The soundness loss ratio of the stone shall be not less than ninety hundredths (0.90) when subjected to twenty-five (25) cycles of freezing and thawing. The abrasion loss shall be not more than forty percent (40%), when the aggregate is tested in accordance with ASTM Designation: C 131. In addition to the other requirements of this Specification, acceptability of the aggregate shall be based upon satisfactory evidence furnished by the Contractor that concrete of comparable properties made from similar aggregate from the same source has not

produced operationally objectionable pop-outs, and has proven satisfactory in concrete of comparable properties which has been subjected for a period of five (5) years to essentially the same conditions of exposure as those in which the aggregate to be used and in which the cement was similar to that to be used. Grading and size of coarse aggregate within the separated size groups shall conform to the following:

Sieve Designations (Square Openings)	Percentage Passing (By Weight)
1 1/2 Inch	100
1 Inch	95-100
1/2 Inch	25-60
No. 4	0-10
No. 8	0-5

2.4.1 Deleterious Substances: In lieu of Table III as given in the ASTM Designation: C 33, the deleterious substances in coarse aggregate shall not exceed the following percentages by weight when tested in accordance with the tests designated in ASTM Designation: C 33.

	Maximum Percent by Weight of Total Samples
Shale	0.5
Clay Lumps	0.25
Soft Particles	1.0
Lightweight Pieces	1.0
Material Finer than No. 200 Sieve	0.5*
Flat and Elongated Pieces	3.0
Total Amount of Deleterious Substances (Not including flat and elongated pieces)	3.0

\* 1.0 percent permitted for aggregate if the fine material consists of crusher dust that is essentially free from clay or shale.

A flat particle is defined as one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3.

2.5 Chemical Admixtures, when required by the project specification, shall conform to ASTM Designation: C 1017 M-98. They shall be of the type specified in the project specification. The use of calcium chloride, or other approved accelerating admixtures, will not be permitted, except in concrete used for pavement repair.

2.5.1 The manufacturer shall furnish a certification which shall state that the materials meet the applicable specifications.

2.6 Water: Water shall be free from injurious quantities of oil, alkali, vegetable matter and salt. The water shall be reasonable clear and shall contain not more than 0.25 solids by weight. Water from city water supplies that are approved by the State for domestic use may be accepted and used without test for all concrete.

2.7 Reinforcement Steel for Concrete: Reinforcement bars shall be deformed steel bars conforming to the requirements of the "Specification for Deformed Billet-Steel Bars for Concrete Reinforcement", ASTM Designation: A 615, Grade 60. Welded-steel-wire fabric shall conform to the requirements of "Specification for Welded Steel Wire Fabric for Concrete Reinforcing", ASTM Designation: A 185, Grade 40.

2.8 Air-Entraining Admixtures shall conform to ASTM Designation: C 260. Testing in accordance with ASTM Designation: C 233 will be waived provided the admixture has been tested and accepted by the Federal Highway Administration, U.S. Dept. of Transportation, or provided a statement is submitted by the manufacturer that the admixture to be furnished for the project has been tested and conforms to ASTM Designation: C 260.

2.9 Reinforcements: Bar mats shall conform to ASTM Designation: A 184. The bar members shall be new billet steel or intermediate grade. Bars shall be deformed,

and shall be clipped, wired, or fastened together by other approved means. The size and spacing of bars shall be as indicated. Welded-steel-wire fabric shall conform to ASTM Designation: A 185.

**3. PRELIMINARY APPROVAL REQUIREMENTS:** It is essential that the source and quality of all concrete materials offered, and the tentative concrete mix proportions proposed for use on the work, be submitted by the Contractor and approved by the City before any concrete work is started. It shall be understood that the approval thus given in each case shall be a general approval only, and that continued compliance will be required regardless of any preliminary approval given.

3.2 Tentative Concrete Proportions: The Contractor shall submit to the City for approval, a tentative concrete mix for each size and gradation of aggregates and for each consistency which he intends to use on the work. If approved, each such mix shall be subject to field adjustment by the City whenever necessary to produce concrete of proper workability, uniform consistency and acceptable density and strength.

3.2.1 Each tentative concrete design or mix submitted by the Contractor for approval shall be based on the following:

- a. Consistency on which mix design is based.
- b. Total water per cubic yard of freshly mixed concrete required to provide the design consistency with the aggregates used.
- c. Cement factor.
- d. Specific gravity and gradation of each aggregate used.
- e. Ratio of fine to total aggregate.
- f. Weight (surface dry) of each aggregate (1) per cubic yard of freshly mixed concrete and two (2) per sack of cement in the mix.
- g. Batch proportions, expressed in sacks of cement (pound if bulk cement is to be used), gallons of total water, and pounds of each aggregate. Only batches on the use of full bags of cement will be acceptable; and use of fractional bags in concrete batches will not be permitted.
- h. Slump produced by the proposed concrete proportions.

3.2.2 In addition to the required design data and batch proportions, each concrete mix design submitted for approval shall be accompanied by laboratory test reports of compression tests of test specimens made from such mix as hereinafter specified.

**4. STORAGE OF MATERIALS:** Reinforcement steel shall be (a) carefully handled in such a manner that it will not become bent or otherwise damaged, (b) stored on racks, skids or other supports which will keep the steel from contact with the ground or surface water.

**5. MEASUREMENT OF MATERIALS:**

5.1 Cement: The unit of measure for portland cement shall be the sack or bag containing 94 pounds of cement. Bulk cement shall not be used except in a batching plant equipped with suitable automatic weighting and control equipment which will guarantee accurate and uniform cement batching.

5.2 Concrete Admixtures: Any concrete admixture shall be batched by means of a mechanical dispenser or other device of a design, construction and operation which will insure accurate and automatic measurement and batching of the admixture at all times. The use of calcium chloride or other accelerating admixtures in concrete mixtures shall not be authorized except in concrete used for pavement repair.

5.3 Aggregates: The measurement of all concrete aggregates shall be made by weight. The weight of each type of aggregate batched shall be that of dry aggregate corrected approximately for water or moisture content of the aggregate used.

- 5.3.1 Off-site batching shall be in conformity with requirements therefore hereinafter specified under "Off-Site Batching and Mixing".
- 5.4 Water: The regulation of water fed into the mixer shall be under the control of the mixer operator at all times. Automatic measurement of water shall be based on the minimum amount required to produce the desired slump with the aggregates used, and any additional water required to produce and maintain a uniform slump shall be admitted manually by the mixer operator through a valved bypass around the automatic measuring device.

**6. LIMITING REQUIREMENTS FOR CONCRETE:** The proportions of the ingredients of each concrete mix shall comply with the following limiting requirements.

<u>Class of Concrete</u>	<u>Sacks of Cement Per C.Y. of Concrete (Minimum)</u>	<u>Gallons of Water Per Sack of Cement (Maximum)</u>
Class B-1 Concrete	6.80	5.00
Class B Concrete	6.00	5.50

- 6.1 The total water-content specified in the above paragraph shall include all water added thereto at the mixer or otherwise and including all surface moisture and entrained water in the aggregates used, but shall not include any water which may be absorbed by the aggregates in the concrete during the time of mixing, conveying, placing and compacting the concrete.
- 6.2 The quantities of portland cement in the above paragraph are expressed a 94 pound sacks per cubic yard of freshly mixed concrete.
- 6.3 Ratio of Fine to Total Aggregates: The relative proportions of fine and coarse aggregates in each concrete mix shall be such that concrete of maximum density, proper workability and desired consistency is produced. In all cases, the concrete shall contain the minimum ratio of fine to total aggregates consistent with good workability. The percentage of solid volumes (not weights) of fine to total aggregates used in the mix, for a properly graded coarse aggregate, shall not exceed that shown in the following table:

<u>Size of Course Aggregates</u>	<u>Percentage of Fine to Total Aggregates</u>
1 inch	46

- 6.4 Slump: Permissible limits of slump for concrete will depend on the character of the aggregates, the method of compaction used, and the type and character of the construction involved. Concrete slumps shall be maintained at 2 inches and shall not exceed 3 inches.
- 6.4.1 In all cases, concrete slump shall be as low as possible, consistent with proper handling and thorough compaction, in order that shrinkage of the concrete be kept as low as possible.
- 6.5 Minimum Strength: Laboratory tests of concrete cylinder test specimens shall show minimum compressive strengths at an age of 28 days as follows:

<u>Minimum Compressive Strength (28 days)</u>	
Class B-1 Concrete	4000 psi
Class B. Concrete	3000 psi

- 6.6 Entrained-Air Content: The total calculated air content shall be 6 percent, plus or minus 1 percent, of the volume of the concrete based on measurements made on concrete immediately after discharge from the mixer.
- 6.7 In lieu of the Contractor having the above reference concrete material source design tests performed for the various course and fine aggregates and concrete

compressive cylinder test performed for the various class of concrete used in the project, the Contractor may submit current test results for Class B concrete and Class B-1 concrete from the Missouri Highway and Transportation Commission, Standard Specification for Highway Construction, the applicable articles of SECTION 501: CONCRETE and the submittal shall reflect aggregate gradations, aggregate quality, proportions of ingredients for each class of concrete design and concrete compressive cylinder test for each class of concrete for review and consideration by the City.

6.8 The test results shall be from a project as performed within the past nine months and must be accompanied with a certification from both the Contractor and supplier that the data is current and accurate.

**7. CONSISTENCY:** Concrete slump for any one concrete mix shall be kept uniform regardless of variations in moisture content of the aggregates used and in no case shall the slump of any batch exceed that authorized for the concrete being mixed by more than 20 percent. The slump of any batch of concrete which exceeds this limit may be reduced by the addition of either or both cement or aggregates, within authorized batch proportions, and the remixing of the batch. Otherwise, the batch shall be rejected and wasted as directed by the City.

7.1 Transit-mixed concrete which contains excess water when delivered to the job site, and which has a slump more than 20 percent in excess of that of the approved mix, shall be rejected by the City unless the water-cement ratio is corrected by the addition of cement at the rate of 5 percent of the authorized batch cement content per inch of excess slump, plus aggregates in regular batch proportions, and the entire batch remixed before the mixer is unloaded.

7.2 All concrete shall be of such consistency that (1) all aggregates will float uniformly throughout the mass without settling or segregation, (2) it will flow sluggishly, but not freely, when vibrated or spaded, and (3) it can be readily puddled into corners and angles of forms and around reinforcement steel.

**8. TESTS OF CONCRETE AND CONCRETE AGGREGATES:** With the exception of slump tests for field control of concrete consistency and gradation tests of job-batched aggregates made by or under the supervision of the City, all specified testing of concrete and concrete aggregates shall be done by an independent testing laboratory approved by the City. All costs for and in connection with such laboratory tests, including sample procurement, curing, storage, protection and transportation of concrete test specimens, and all laboratory fees, shall be assumed and paid by the Contractor.

8.1 All specified slump tests, concrete control tests and aggregates batched on the job, and the preparation of concrete test specimens shall be done by, or under the direct supervision of, the City. The Contractor shall provide, at his own expense, the services for whatever periods of time such assistance is required in the field testing of aggregates, making slump tests, and in the preparation of concrete test specimens. All subsequent handling of test specimens, including storage, curing, and delivery to the testing laboratory, shall be done by and at the expense of the Contractor.

8.2 Concrete Compression Tests: Each concrete mix submitted to the City for approval, as required by paragraph 6 hereof, shall be tested as follows: Two sets of compression test cylinders (3 cylinders per set) shall be made from concrete mixed in the proposed proportions for each coarse aggregate gradation; one set of 3 cylinders shall be tested at an age of 7 days and the other at an age of 28 days.

8.3 All concrete test specimens shall be made in conformity with ASTM Designation: C 31, from concrete sampled as specified in the ASTM Designation: C 172, cured and stored as stipulated in subparagraphs (a) and (b) of Section 7 of ASTM Designation: C 31, and tested in conformity with ASTM Designation: C 39 Method.

- 8.4 Test Reports: The Contractor shall furnish the City, certified reports of all tests made by the authorized testing laboratory.
- 8.5 Slump Tests: For control of concrete consistency, the slump of the first pour each day and of each 50 cubic yards (or fraction thereof) of the concrete mixed for the work, and sampled as specified in ASTM Designation: C 712, shall be determined in conformity with ASTM Designation: C 143. Slump tests of transit mixed or other concrete mixed off the site of the work shall be made after its delivery to, and at the time of its unloading at, the site of the work.

**9. FORMS:** Forms shall conform to the shape, lines, and dimensions of the concrete as shown by the Plans and shall be constructed and maintained in accurate alignment. Lumber used in forms for exposed surfaces shall be straight, dressed to uniform width and thickness, and free from loose knots, offsets, warping, buckling, dents, holes, sags and other surface irregularities and defects which would impair the concrete surface. Joints in forms for exposed surfaces shall be either horizontal or vertical.

- 9.1 Concrete shall be poured against either (1) forms lined with waterproofed (exterior type) Douglas Fir plywood or tempered hard-pressed fiberboard not less than 1/4 inch thick, or (2) waterproofed Douglas Fir plywood forms, of a quality approved by the City, in all cases where the concrete will be permanently and normally exposed to view after the work has been completed.
- 9.1.1 Such plywood or fiberboard forms or form linings shall be installed in conformity with the manufacturer's recommendations; care shall be taken to prevent warping or buckling of the forms. Plywood or fiberboard which has become warped, cracked, split, checkered or otherwise damaged may be used only for unexposed surfaces. Forms used for backing and supporting form linings shall have flat surfaces but need not be tight. It is recommended that fiberboard linings, if used, be installed with the rough side adjacent to the concrete. Form lining shall be used in the largest practicable panels to minimize joints.
- 9.1.2 Metal forms may be used for unexposed surfaces regardless of location. Metal form lining will not be permitted.
- 9.1.3 Where walls (above footings) are required by the Plans to be poured against excavation faces, and where such excavation faces are dry or porous to the extent that loss of water from the concrete would occur, or where footings are placed on dry or porous (such as sand or gravel) fills, the concrete shall be protected from loss of water by means of polyethylene film having a minimum thickness of .006 inch (6 mils), with all joints sealed with suitable waterproof sealing tape.
- 9.2 Design: Forms shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied in such a manner that they will maintain the desired position, shape, and alignment during and after placing concrete therein. Walers, studs, internal ties, and other form supports shall be of sufficient size and number, and shall be so located and spaced, that proper working stresses therein are not exceeded.
- 9.3 Form Bolts, Rods and Ties: Form bolts, rods or ties shall be made of steel. Form ties shall be of the removable end, permanently embedded body type and shall have sufficient strength, stiffness and rigidity to support and maintain the form in proper position and alignment without the use of auxiliary spreaders. Outer ends of the permanently embedded portions of form bolts, rods or ties shall be at least one (1) inch back from adjacent outer concrete faces. Permanently embedded portions of form ties which are not provided with threaded ends shall be of a design and construction such that the removable ends are broken off by twisting only, and are removed without damage to the concrete or concrete surface.

- 9.4 Edge and Corner Moldings: Chamfer strips shall be placed in angles of forms to bevel all exposed edges and corners.
- 9.5 Top Edges: The top edges of forms for walls, foundation seats or other concrete which is to be finished to a specified elevation or slope shall be brought to a true line and grade so that the top concrete surface may be finished by means of a float or template resting on the top edges of the form or a chamfer strip. Where exposed, top edges or such concrete shall be tooled except where beveled edges are required by the Plans. Forms for wall or piers shall not extend above horizontal construction joint.
- 9.6 Oiling: All inside surfaces of forms shall be coated with paraffin oil or other suitable non-staining material, applied before any reinforcement steel is placed, except that the oil may be omitted from new lacquered plywood forms the first time they are used. All surplus oil shall be removed from the coated surfaces with soft absorbent cloths.
- 9.7 Openings for Inspection and Cleaning: Temporary openings shall be placed at the bottom of the column and wall forms, and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.
- 9.8 Form Removal: Forms shall not be removed or otherwise disturbed until the concrete has attained sufficient strength to support safely all dead and live loads to be imposed thereon. Care shall be taken in form removal to avoid surface gouging, corner or edge breakage or other damage to the concrete.
- 9.8.1 Forms for slabs, foundations and walls shall not be removed for 1 to 3 days following the concrete placement. Under special conditions foundations, retaining walls or special structures have been constructed, the following applies: If equipment is available for making and breaking test beams on the project, the forms be removed on the day following the day that the concrete has attained its design strength as determined by the City. Design flexural strength shall be five hundred forty (540) pounds per square inch or 3000 psi compressive strength for Class B Concrete and seven hundred twenty (720) pounds per square inch or 4000 psi compressive strength for Class B-1 Concrete. During cold weather, the above time limits shall be increased at the discretion of the City depending upon the amount of protection and curing afforded the concrete. Special notes on the Plans relative to the removal of forms for special structures shall have precedence over the above time limits for removal of forms.

## **10. CONCRETE REINFORCEMENT:**

- 10.1 Fabrication: Metal reinforcements shall be accurately formed to the dimensions shown on the Plans or according to City's Standard Details. Details of the fabrication of reinforcing steel shall, unless expressly shown on the Plans or specified herein, comply with the current standards of the American Concrete Institute. Such standards include the Manual of Standard Practice for Detailing Reinforced Concrete Structures ACI 315. All bars shall be bent cold. Bars shall not be rebent or straightened in a manner which would injure or reduce the strength of the material. Bars with kinks or bends not shown by the Plans shall not be used.
- 10.2 Placing Reinforcement: Metal reinforcement shall be accurately positioned, secured against displacement by using annealed iron wire ties or suitable clips at intersections, and supported by metal supports, spacers, or hangers.
- 10.2.1 With the exception of lapped portions of spliced bars which are wired or clamped together, the clear distance between parallel bars shall be not less than 1.5 times the maximum size of coarse aggregate in the concrete, or less than 1 inch in beams, or 2 inches in other locations. Where reinforcement is placed in two or more layers, the bars in the upper layers shall be placed directly above those in the bottom layer.
- 10.3 Protective Embedment: Where not otherwise shown, steel reinforcements shall be protected by the thickness of concrete given in this article for the applicable

designated location in each case, each such thickness being the shortest distance between the concrete surface or form and the nearest surface (not center) of the adjacent primary reinforcement, with a tolerance or variation which will not exceed 1 percent of the depth of thickness of the concrete section involved:

The minimum covering shall be not less than two (2) inches except as follows:

<u>Location of Reinforcement</u>		<u>Minimum Cover</u>	
Top of Slab		2	Inches
Bottom of Slab	1	Inch	
Walls		1 1/2	Inches

10.3.1 In the footings of foundations and retaining walls, the minimum covering shall be 3 inches.

10.3.2 All main load carrying bars shall be adjacent to exposes or form contact surfaces, the secondary reinforcements being installed inside the main load carrying bars.

10.4 Splices: The full strength of each spliced bar shall be in accordance with the most current version of ACI 318 or as shown on the plan; however in no case shall the splice length be less than 30 bar diameters.

**11. MIXING CONCRETE AT SITE OF WORK:** The mixing of concrete at the site of the work shall be done in a batch mixer of a type and construction which will insure uniform distribution of all batch ingredients throughout the entire mass of the batch. Each mixer shall be equipped with a mechanically operated timing and signaling device which will indicate and assure the completion of the required mixing period and which will count the batches. Mixers shall not be loaded in excess of their rated capacity.

11.1 The ingredients of each batch of concrete shall be mixed for a period of 1 1/2 minutes after all ingredients are in the mixer, during which period the mixer shall rotate at a peripheral speed of approximately 200 feet per minute. Water shall be added prior to, during and following the mixer changing operations as necessary to produce concrete of uniform consistency and slump regardless of fluctuations in moisture content of the aggregates used. Each batch shall be completely discharged before recharging the mixer.

11.2 Retempering: Any and all concrete or mortar that has stiffened or hardened to the extent that it is no longer plastic and workable shall be wasted as directed by the City. In no case shall such material be retempered or otherwise reconditioned and used in permanent construction of any kind.

11.3 Condition of Equipment: All concrete equipment and tools shall be clean and free from any accumulation of hardened concrete or mortar at the time concrete work is started and shall be maintained in such condition throughout the entire period of its use on the work. Any mixer that at any time produces unsatisfactory results because of its mechanical condition shall be repaired promptly or it shall be replaced.

**12. OFF-SITE BATCHING AND MIXING:** All requirements heretofore stipulated relative to concrete materials, mix design, proportioning, limiting factors, total water content, workability, consistency, control and testing shall apply to concrete batched and mixed away from the site of the work, and any and all concrete so batched and mixed which does not conform to all specified requirements when delivered to the job will be rejected and shall be removed from the site of the work and disposed of in a manner acceptable to the City. Special attention shall be given to maintain uniformity of water-cement ratio and slump of the concrete when delivered. Continuous and accurate control of the total water content of the concrete, involving frequent determinations of moisture content of the aggregates used, will be expected and required.

12.1 Truck Mixing: Mixing shall be completed in a truck mixer within not less than 50 nor more than 150 revolutions of the drum or blades, at the rate or rotation designated by the mixer manufacturer as "mixing" speed. Additional mixing, if any,

shall be at a speed designated by the mixer manufacturer as "agitating" speed. Mixing shall begin within (a) 15 minutes after the addition of cement to either water or aggregates when the air temperature is 90 degrees F or above, (b) 20 minutes at an air temperature between 70 degrees F and 90 degrees F, and (c) 30 minutes at lower air temperatures.

- 12.2 Transporting Ready-Mixed Concrete: Ready-mixed concrete shall be transported in a truck mixer, agitator, or other similar device and shall be discharged at the job within one and one half (1 ½) hour after the cement has been added to the water or aggregates. A truck mixer or agitator used for transporting ready-mixed concrete shall not be loaded, or rated, in excess of 80 percent of the gross volume of the drum.

**13. HANDLING AND PLACING CONCRETE:** Before starting mixing and placing operations, the forms and all steel reinforcements, key forms and metal sealing strips for construction joints, bulkheads, anchor bolts, wall castings and other embedded fixtures and appurtenances shall be rigidly secured in proper position and the entire installation thereof shall be inspected and approved by the City; all dirt, mud and debris shall be removed from the space to be occupied by the concrete; and all surfaces which may have become encrusted with dried mortar or grout from previous concreting operations shall be cleaned before any new concrete is placed in contact therewith. On projects where ready-mixed concrete is used, the Contractor shall not place an order for the delivery of concrete unit all of the above items are in compliance and the City approves the ordering of concrete.

- 13.1 Removal of Water: Water shall be removed from the space to be occupied by the concrete before concrete is deposited. Any flow of water into an excavation shall be diverted, or removed by approved methods which will avoid washing the freshly deposited concrete.
- 13.2 Bonding to Harden Concrete: Adequate provisions shall be made for properly bonding new to hardened concrete. Surfaces of unformed construction joints shall be screeded, floated, brushed or otherwise cleaned and roughened after initial and prior to final set wherever possible. Hardened unformed concrete surfaces which were not so prepared shall be cleaned of all laitance and surface film and roughened to the extent necessary to provide aggregate exposure over the entire areas in each case. All hardened concrete shall be washed clean and free of surface coating and loose material by means of high pressure water jets or by booming and flushing, and shall be damp when the new concrete is placed thereon. Concrete which has dried out shall be saturated with water for at least 24 hours prior to being covered with new concrete.
- 13.3 Conveyance and Distribution of Concrete: Concrete shall be conveyed from the mixer, truck, or receiving hopper to the point of final deposit as rapidly as practicable and by methods which will prevent the separation or loss of the ingredients. Under no circumstances shall concrete which has partially hardened be deposited in the work. Conveyance and distribution of concrete shall be such that the concrete is deposited in forms, as nearly as it practicable, at and in its final position without dropping it vertically, except in a chute or pipe, for more than 3 feet and without rehandling or moving the concrete laterally in the forms for a distance in excess of five (5) feet from the point of application; and such that the concrete, as deposited, will maintain a plastic surface approximately level until the completion of the unit.
- 13.4 Depositing Concrete: The extent and limits of each concrete pour shall be predetermined by the Contractor and all concrete to and within such limits shall be deposited in one continuous and uninterrupted operation.
- 13.4.1 Concrete shall be deposited in continuous and approximately horizontal layers of suitable and proper depth for effective compaction by the method used; in no case, however, shall such depth exceed 20 inches. The concreting methods and procedure used shall be such (1) that each layer of concrete shall be plastic and workable when covered with the following

layer and (2) that the forms shall be filled at a rate of vertical rise of the concrete surface of not less than 2 feet per hour.

- 13.5 Compacting Concrete: During and immediately after depositing, all concrete shall be thoroughly compacted, and worked around all metal reinforcements and into corners of forms, by means of suitable tools.
  - 13.5.1 Unless otherwise permitted by the City in each case, all concrete shall be compacted by means of mechanical vibrating equipment. Vibration equipment shall be of a type, construction and arrangement suitable for the required work and shall be acceptable to the City. Vibrating equipment used shall be high-speed, immersion-type vibrators operating at not less than 6000 RPM when immersed in the concrete.
  - 13.5.2 In consolidating each layer of concrete, the vibrator shall be brought to a vertical position and the vibrating head shall be allowed to penetrate and re-vibrate the concrete in the upper part of the underlying layer. Vibrator insertion spacing shall be such that the vibrated areas will overlap. Care should be taken that internal vibrators do not come in contact with forms for exposed surfaces. Each layer of concrete shall be thoroughly consolidated before the next layer is placed thereon at any point.
  - 13.5.3 Internally vibrated concrete shall be thoroughly rodded and spaded around small recesses and at other points which are inaccessible to, and are outside the effective radius of vibration of the vibrating equipment. All concrete placed against vertical or approximately vertical forms shall be spaded away from the form by means of slotted blade concrete spades or tampers in such a manner that mortar will be worked to the face of the forms without segregation or formation of sand streaks on the surface of the concrete.
  - 13.5.4 Great care and caution shall be taken and observed on the part of each vibrator operator not to over-vibrate the concrete. Vibration shall always be stopped before any segregation or horizontal stratification of the concrete occurs.
  - 13.5.5 Accumulations of water on the surface of the concrete due to water gain, segregation, or other causes, during placement and compacting, shall be prevented as far as possible by adjustments in the mixture, and if caused by over-vibration of the concrete, the vibration period and methods shall be changed to eliminate such accumulations of water. Provisions shall be made for the removal of such water as may accumulate so that under no circumstances will concrete be placed therein.
- 13.6 Depositing Concrete Under Water: No concrete shall be deposited under water without the specific approval of and under conditions prescribed by the Design Engineer.
- 13.7 Cold Weather Requirements: The temperature of concrete when deposited at designated outdoor temperatures (in shade) at the time of mixing shall be not less than:

<u>Air Temperature</u>	<u>Minimum Concrete Temperature</u>
Below 30 degrees F (no concrete shall be placed)	
Between 30 degrees F and 50 degrees F	60 degrees F
Above 50 degrees F	50 degrees F

- 13.7.1 When deposited, the temperature of heated concrete shall be not over 80 degrees F. Within the limit of its heating capacity at a maximum allowable temperature of 165 degrees F, hot water shall be used for producing heated concrete. Where additional heat is required, the concrete

aggregates may be heated by means of steam coils placed in the storage pile or bin, by means of live steam injected into the aggregate, or (where only a small amount of concrete is to be heated and where satisfactory precautions are taken to prevent damage to the aggregate by overheating) by means of fire within a large steel pipe over which the aggregates are placed.

- 13.7.2 During freezing weather, or when freezing temperatures may be expected during the curing period, suitable and adequate means and facilities shall be provided (a) for maintaining the concrete surfaces at temperatures not less than 50 degrees F. for five (5) days or 70 degrees F. for three (3) days after the concrete is placed and (b) for keeping concrete and adjacent form surfaces moist at all times. Sudden cooling of protected concrete shall not be permitted, and gradual cooling shall be accomplished by shutting off the heat and allowing the enclosure to cool to approximate outside temperatures; in any case, the housing, covering or other protection provided shall remain in place for not less than 24 hours after artificial heating is discontinued. Coverings or housing shall be arranged to permit free circulation of air above and around the concrete within the enclosure. All air currents from without shall be excluded except for necessary ventilation for salamanders if and where used. Special care shall be taken to exclude cold drafts from angles, corners, and projecting reinforcing steel.
- 13.8 **Hot Weather Concreting:** Concrete placing and finishing operations during hot weather shall be done as quickly as possible. Ample personnel shall be available to handle and place concrete immediately after its mixing or delivery at the site of the work. Concrete shall be placed in layers thin enough, and over areas small enough, to insure complete bond and union of adjacent and thus prevent "cold joints".
- 13.8.1 At air temperatures of 90 degrees F. or above, the following precautions shall be taken;
- a. In no case shall the temperature of the concrete exceed 90 degrees F. when placed in the work.
  - b. Forms, reinforcements, and subgrade surfaces shall be wet down immediately before concrete is placed in contact therewith. Wetting down of areas around the work to cool the surrounding air and increase the humidity, is recommended.
  - c. Concrete shall be kept as cool as possible during the specified curing period. When ambient air temperatures exceed 90 degrees F, and as soon as practicable without damage to the surface finish, all exposed concrete shall be kept continuously moist by means of fog sprays, wet burlap or cotton mats, or other effective methods. Such water cooling to be in addition to initial surface sealing by membrane curing compound, if used.
- 13.8.2 The cement factor used in the approved concrete design mix shall be increased when and as necessary to maintain the specified maximum water-cement ratio in all cases where additional water is added to compensate for loss of slump during transportation, handling or placing.

**14. CONSTRUCTION JOINTS:** Construction joints, both vertical and horizontal, shall be made at locations indicated on the Plans and at such other locations as designated or approved by the City, and shall be so designed and located that the strength and appearance of the structure are not impaired.

- 14.1 Keys shall be provided in all joints where required to provide for either shear or water tightness. Where joints occur at or near points of maximum shear, such as at the base of walls or pier shafts, the width of the keys shall be one-third the

thickness of the section at that point. Depth of keys shall be approximately one-half the key width in each case.

**15. REPAIRING DEFECTIVE CONCRETE:** Unless otherwise approved in each case, defects in formed concrete surfaces shall be repaired within 24 hours and defective concrete shall be replaced within 48 hours after the forms adjacent thereto have been removed. Wherever possible, concrete repairs or replacements should be made before the defective concrete is 7 days old. Hardened concrete surfaces shall be thoroughly dampened and coated with thick grout immediately prior to applying repair mortar or concrete.

- 15.1 Surface voids in honeycombed areas where the depth of defective concrete does not exceed one (1) inch at any point thereof, rough or otherwise porous areas, and holes resulting from the removal of form ties or parts thereof, shall be completely filled with portland cement mortar mixed in volumetric proportions of one (1) part cement to two (2) parts of clean sand which has been screened to pass a No. 8 sieve. Mortar used for filling surface voids, and recesses larger than 1/4 inch in minimum dimension resulting from the removal of form tie ends, shall be mixed with just enough water to produce mortar that will stick together when molded into a ball by slight pressure of the hands, and which will leave the hands damp without exuding water when so pressed. Mortar used for filling smaller form tie openings, and for filling bolt holes which pass entirely through concrete which is to be water tight, shall be mixed with no more water than is necessary to produce mortar of a suitable and proper consistency for complete filling and packing of the holes. Where adequate mechanical bond is not provided by re-entrant surfaces of voids in rough or honeycomb surfaces, such surfaces shall be coated with thin neat cement grout immediately prior to application of the mortar. Filling of surface voids and holes shall be done by solidly ramming and tamping mortar into isolated holes, and by rubbing, filling and compacting mortar into voids and holes of honeycombed and other porous areas by means of a small wood block or float which shall be applied to the mortar with sufficient pressure and in such a manner (using a circular rubbing or grinding motion) that all voids in the concrete are completely filled; rubbing shall be continued until the finished surface is flush with that of adjacent concrete. Final finish shall be by means of a wood or cork float; the use of a metal float or steel trowel will not be permitted.
- 15.2 All concrete which is porous, honeycombed, or otherwise defective to a depth in excess of one (1) inch from the concrete surface at any point shall be cut out and removed entirely, including the removal of sound concrete to the extent necessary to provide a concrete replacement depth below the normal concrete surface of not less than two (2) inches over the entire area of the repair; all cut edges shall be sharp and slightly undercut to the extent that the new concrete fill will be securely keyed in place, except that undercutting of edges will not be required where adequate anchorage is provided by exposed reinforcement bars. Replacement concrete used in repair work shall be mixed in the same proportions, and shall be made with materials from the same source in each case, as used for the original adjacent concrete except that less water and a lower water-cement ratio may be used to produce a lower slump concrete if desired.
- 15.3 Concrete repair work shall be performed in a manner that will not interfere with thorough curing of the surrounding concrete. All mortar and concrete used in repair work shall be thoroughly and adequately cured as hereinafter specified.

**16. FINISHED FORMED SURFACES:** All fins and other surface projections shall be removed from formed concrete surfaces in any location except exterior surfaces in contact with earth backfill below finished grade elevation.

- 16.1 Finishing methods used will depend on the age and hardness of the concrete when it is surface finished. The method used in each case shall be acceptable to and approved by the City.

- 16.2 The surface side of all curbs shall be given a rubbed surface finish.
- 16.3 The City may require the use of a dry carborundum brick for straightening mounding lines, removing fins, etc., or may require a rubbed surface finish on all surfaces which do not present an acceptable surface even when form lining is used.

**17. FINISHING UNFORMED SURFACES:** No screeding, floating, or other surface treatment, beyond that necessary to obtain required surface elevations or contours and (where beneath superimposed concrete) surfaces free of laitance, mud and debris will be required for concrete seals, footings, or other buried or permanently submerged concrete. The unformed surfaces of foundations, and retaining walls shall be given an initial hand-float finish; this initial float finish to be followed by additional floating and troweling where and as hereinafter specified.

- 17.1 Screeding: Screeding shall be done at such a time, and in such a manner, that all coarse aggregate shall be completely embedded in adjacent mortar and that the screeded surface shall conform accurately to, and will remain, at the required elevation, line, grade, slope or contour in each case. All screeded surfaces shall be "jitterbug" tamped or rolled immediately prior to final screeding, to the extent necessary to force all coarse aggregate particles below the concrete surface and to provide sufficient excess mortar for proper and satisfactory finishing by the method used in each case. All surfaces which are to be given a final finish with float, broom, or trowel shall be free of holes, pits, grooves, depressions, ridges, humps, or other surface irregularities with a vertical height or depth in excess of 1/8 inch as measured from a 10 foot straightedge.
- 17.2 Floating: Hand floats shall be used for all floating operations.
  - a. Initial Floating: All screeded surfaces shall be given an initial float finish as soon as the concrete has stiffened sufficiently for proper working. Any piece of coarse aggregate which may be disturbed by the float, or which causes a surface blister, water pocket or other surface defect, shall be removed and replaced with mortar. Initial floating shall produce a surface of uniform texture and appearance, free of screed marks, with no unnecessary working of the surface with the float.
  - b. Surface Reconsolidation: In no case will initial floating alone be acceptable for any exposed surface. Reconsolidation of such surfaces with a hand float at the time of initial set, for the prevention of surface checking or shrinkage cracks, is important and necessary and shall not be omitted.

Where no further surface treatment with broom or trowel is required, such surface reconsolidation shall produce a smooth, uniform and workmanlike float finish of uniform texture and color.

- 17.3 Troweling: Troweling shall be performed on surfaces to be occupied by the bridge shoes. Troweling shall be as follows: When the floated reconsolidated surface has hardened sufficiently to prevent an excess of cement from being drawn to the surface, steel troweling shall be started and performed with a firm pressure which will flatten the sandy texture of the floated surface and produce a dense and uniform surface free of blemishes and trowel marks.
- 17.4 Edging: All exposed edges of floated or troweled surfaces shall be edged with a tool of small corner radius. Edging shall be done in a manner that will not raise the edges or surface of the concrete, leave depressions therein or otherwise interfere with surface drainage.

**18. CURING OF CONCRETE:** All concrete made with standard portland cement shall be protected from loss of moisture for a period of not less than seven (7) days from and after the concrete is placed, except that when concrete is being protected from low temperatures, the time period for curing by saturation shall be one (1) day less than the duration of the low temperature protection. Concrete made with high-early-strength cement shall be cured for a period of not less than 48

hours, except where protection from low temperature is being provided. All concrete shall be protected from loss of moisture whether exposed or not and, where necessary to provide adequate protection, more than one method of curing shall be used for different parts of the same unit of concrete construction.

Curing of concrete shall be by (a) continuous surface saturation or inundation, (b) airtight coatings on unformed surfaces where specifically permitted, or (c) other method which will insure that all concrete surfaces are kept adequately and continuously wet during the specified curing period.

18.1 Water Curing: Water curing may be accomplished (a) by flooding, (b) by continuous application of water by means of porous hose, perforated pipes, sprinklers, or spray nozzles, so arranged and located that all surfaces of the concrete are kept continuously saturated, or (c) by intermittent sprinkling, in which case the entire areas shall be covered with suitable and approved absorbent material which will retain free water for the entire time between sprinklings.

18.1.1 Concrete walls and shafts should be cured, wherever possible, by means of water supplied to and on the top wall surfaces for the full length thereof by means of seepage through porous or perforated hose or other approved method, in such a manner that the entire wall surfaces (and forms thereon until removed) are kept saturated at all times. The rate of water application should be regulated to provide complete wall surface coverage with a minimum of bottom run-off. Regardless of the method of surface saturation used, the application of water to tops of walls or columns is to be interrupted for surface rubbing to repair areas only over the areas being rubbed at any one time and in no case shall the concrete surface be permitted to become dry during such interruption.

18.1.2 Concrete slabs, curbs, sidewalks and parapets shall be covered with wet burlap, moisture-proofed burlap, or other approved impermeable material immediately after the finishing operations have been completed and marring of the concrete will not occur. This type of curing shall be maintained for a period of seven (7) days. The burlap cure shall be maintained in a saturated condition for the full curing period and shall be so placed and weighted down as to cause it to remain in intimate contact with the surface covered. If any of the curing materials become perforated or torn, it shall be immediately repaired or discarded and replaced with acceptable material.

18.1.3 Other concrete surfaces shall be kept continuously wet throughout the curing period in a manner acceptable to the City. In all cases, water saturation of concrete surfaces shall begin as quickly as possible after initial set of the concrete and within 12 hours in dry weather and 24 hours in damp weather after the concrete has been deposited. Where burlap or similar absorbent material is used to aid in distribution of water over the concrete surfaces or, in the case of walls, to reduce the amount required for complete coverage or the amount of water runoff, such material shall be kept in close contact with the concrete at all points.

18.2 Membrane Curing: Membrane curing compound may be used in lieu of water curing only on top surfaces of concrete slabs, sidewalks, foundations or walls. Membrane curing compound shall be chlorinated rubber meeting the specifications AASHTO M-148.

18.2.1 Membrane curing compound shall be applied in one coat only within thirty (30) minutes after final finishing of the surface coated, and at a uniform rate of not to exceed 150 square feet of surface coated per gallon of Type I material, with full allowance being made for waste and wind losses.

18.2.2 All curing compound shall be applied by means of pressure type spray equipment, DeVilbiss NJE-620 or equal, equipped with a feed tank agitator

which will provide continuous agitation of the compound during coating operations.

**19. ANCHOR BOLTS:** All anchor bolts which are cast in place in concrete shall be provided with sufficient threads in each case to permit a nut to be installed on the concrete side of the concrete form or supporting template. When the bolt is installed, a second nut shall be attached to the bolt on the outside of the form or supporting template, and the two nuts adjusted and tightened in such a manner that the bolt will be rigidly held in proper alignment.

- 19.1 When anchor bolts are set during the placing of the concrete, they shall be accurately located and held firmly in a rigid template which spans the concrete with sufficient clearance to permit proper finishing of the surface of the concrete. The template shall remain in place until the concrete has set. Where permitted or required, the anchor bolt wells may be omitted and, in lieu thereof, holes drilled into the substructure. The anchor bolt holes shall be drilled in the exact location shown, to the required depth, perpendicular to the plane of the bridge seat, and just prior to the time of setting the anchors. The drilled holes shall not be smaller than the diameter of the holes in the steel bearing plates or castings. When the anchor bolts are set in holes or wells, they shall be grouted in by using an expansive mortar meeting the requirements specified herein. Excess mortar forced out of the hole shall be removed. The location of anchor bolts in relation to the center of slotted holes provided in movable plates and shoes shall be varied to compensate for movement of spans due to the temperature above or below 60 degrees F.

**20. GROUTING:** Grouting of reinforcing steel into previously poured concrete shall be at locations as shown on the Plans.

- 20.1 The holes shall be drilled one (1) inch larger than the diameter of the reinforcing steel to be grouted into the concrete and in such a manner that the adjacent concrete will not be injured. After the hole is drilled, it shall be thoroughly cleaned while dry and then scrubbed with a fiber brush and clear water to remove all traces of loose material.
- 20.2 Immediately prior to placing the reinforcing steel, the concrete shall be dried of all surface moisture.
- 20.3 After placing the reinforcing steel, the hole shall be completely filled with an approved epoxy grout or an approved non-shrink grout. The grout shall be mixed, applied, and cured according to the manufacturer's recommendations.
- 20.4 The grout shall be applied so that all the holes are completely filled and no voids exist between the reinforcing steel and the concrete.

**21. OPENINGS IN CONCRETE:** Openings provided in concrete walls for piping and other appurtenances which are to be installed after the walls are constructed to obtain proper position, alignment, or for any other reason, shall be of sufficient size that adequate space is available for the proper compaction of concrete placed around such embedded pipe or fixture. All sides of each opening shall be provided with continuous keyways as hereinbefore specified for construction joints. The top of each opening shall be sloped or leveled to provide adequate space for placing and compacting the pipe embedment concrete.

- 21.1 Where any such opening is in a wall subject to hydrostatic head or pressure at or above the elevation of the opening by reason of ground or flood water without or water stored within the structure containing the wall, all sides of each such opening shall be provided with continuous metal water stops.

**22. WEEPHOLES:** Weepholes of the sized specified shall be installed at the locations shown on the Plans. Material, other than plastic tubing, used for sleeves in the forms to form the weepholes shall be of a type that can be removed after the concrete forms are removed. If plastic material is used, it may remain in place.

- 22.1 Porous backfill shall be placed behind retaining walls at the locations and to the dimensions shown on the Plans. Material used for porous backfill shall meet the same requirements and the gradation of the coarse aggregate used in the concrete.

**23. CONCRETE ENCASEMENT:**

- 23.1 Concrete Encasement of Sanitary Sewer Pipe: Concrete encasement of sanitary sewer pipe shall be installed where and as shown by the Plans; also where, in the opinion of the City, such pipe reinforcement is necessary because of any unforeseen condition encountered in the work.

23.1.1 Concrete used in pipe encasement shall be furnished, placed and compacted in conformity with the requirements as set forth herein.

23.1.2 Concrete encasement of sanitary sewer pipe shall be preceded by the following preliminary steps:

- a. Each length of pipe shall be installed on a suitable block or other support located close to the pipe bell, and the pipes brought to exact line and grade by means of wedges placed on each side of the pipe.
- b. Each length of pipe shall be rigidly held in lateral alignment by means of either struts between the pipe barrel and the trench bank installed at the spring line or pipe launch, or by means of wedges placed beneath and on each side of the pipe after the top anchorage described in the following subparagraph c. is in place. Such lateral supports shall be installed immediately back of the bell of each pipe. All lateral bracing of the pipe shall be done prior to filling the pipe joints with the jointing material.
- c. Each pipe shall be anchored, to prevent flotation by means of a vertical strut placed immediately back of each bell, such strut being securely attached to, or wedged beneath, a cross brace or member preferably anchored to a horizontal plank on each side of the trench, although such thrusts may be wedged between vertical bracing planks. In any case, cleats shall be nailed across the tops of the cross member and into the side planks to properly resist upward thrust. The cross brace and side planks shall be kept above the top of the concrete fill, with the bottom edges of the cross braces preferably at the top elevation of the concrete as a guide in the placement thereof to the proper thickness above the top of the pipe barrel.
- d. Pipe joints shall be filled or otherwise sealed with the same materials and in the same manner as other joints in the same line of sewer.
- e. All loose material shall be removed from the trench prior to placing any concrete therein. The concrete as installed shall have a continuous and uniform contact with undisturbed trench excavation material on both sides and the bottom of the trench except (1) where side forms are indicated or permitted by the Plans or (2) where sheeting is left in place in the trench, in which case the concrete is to be poured directly against the sheeting.

**END OF SECTION**

**SECTION 12**

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## SECTION 12

### CONCRETE CURBS AND GUTTERS

1. **SCOPE OF WORK:** This work shall consist of the construction of portland cement concrete, edge curb or combined curb and gutters of the various types in accordance with these Specifications and in reasonably close conformity with the lines and grades shown on the Plans.
2. **MATERIALS:** Portland cement concrete materials shall conform to the requirements specified in the SECTION: CONCRETE.
3. **CONSTRUCTION REQUIREMENTS:**
  - 3.1 When Portland Cement Concrete is Manufactured by a Commercial Ready-Mix Plant: The handling of cement and aggregates, composition, consistency, proportioning, batching, and mixing shall conform to the requirements specified in the SECTION: CONCRETE.
  - 3.2 Composition, Consistency, Proportioning, Mixing: Unless otherwise indicated on the Plans, edge curb or combined curb and gutter of the various types shall be constructed of air-entrained concrete. The composition, consistency, proportioning, batching, mixing, and curing of concrete shall conform to the requirements of the SECTION: CONCRETE. Class B-1 concrete shall be used for all curbs, gutters and/or combined curb and gutters of the various types as constructed under this Specification.
  - 3.3 Subgrade: The subgrade for combined curb and gutter shall be excavated to the grades and sections shown on the Plans. If the section is not indicated, the width to be excavated shall be twelve (12) inches each side of the outside edges of the curb or gutter. The subgrade shall be of uniform density. Rock, shale, or soft and yielding material shall be excavated six (6) inches below subgrade elevation and replaced with suitable backfill material. The backfill material shall be compacted to meet the requirements of compaction as specified in the SECTION: EARTHWORK. All subgrade shall be rolled or compacted to provide a smooth surface.
  - 3.4 Forms: Forms for combined curb and gutter of the various types shall preferably be of steel but with the permission of the City, may be of wood for unusual sections or when small quantities are involved. All forms shall be sufficiently strong and rigid and securely staked and braced to obtain a finished product correct to the dimensions, line and grade required. Forms shall be cleaned and oiled before each use.
  - 3.5 Reinforcement: All reinforcement shall be held in the position as indicated on the Plans, by pins, bar chairs, or other approved devices. The reinforcing steel shall conform to the requirements as set forth in this SECTION: CONCRETE.

- 3.6 Expansion, Contraction and Construction Joints: Expansion joints shall be placed at curb returns and/or at a maximum spacing of 150 feet for concrete edge curb and combined curb and gutter. Contraction joints shall be placed at a maximum spacing of 10 feet for edge curb and combined curb and gutter.
- 3.6.1 When constructed in connection with or abutting concrete pavement, the method of constructing the joints in curbs and/or gutters shall conform to the requirements for joints in the pavement.
- 3.6.2 When constructed separately from concrete pavement or in connection with flexible base or surface courses, contraction joints (planes of weakness) in the edge curbs and/or combined curb and gutter shall be formed by inserting a movable metal template in the fresh concrete, or by other methods approved by the City. After concrete has hardened the joint groove shall be cleaned, primed and sealed with a joint sealing compound. The joint sealer shall consist of a durable elastic compound capable of effectively sealing joints in concrete against the infiltration of moisture. It shall conform to the requirements of ASTM D-1190-64 (1970), together with the additional requirements and modifications contained within the Missouri State Highway Specifications Section 1057.1. The sealer shall be trim cut to the effective top elevation of the concrete joint and no material shall extrude above this level.
- 3.7 Curing Concrete Curbs and/or Gutters: Concrete edge curbs, gutters and/or combined curb and gutter shall be cured in accordance with the provisions for curing wearing surfaces in the SECTION: CONCRETE.
- 3.8 Backfilling: The area adjacent to edge curb and combined curb and gutter shall be backfilled with approved material to the top edges of the curbs and/or gutters or to the elevation shown on the Plans. The backfill shall be placed and compacted in accordance with the requirements of the SECTION: EARTHWORK.
- 3.9 Dowel Bars: The dowel bars which are located at expansion joints shall be smooth bars to the size, length and shape as shown on the Plans. The expansion joints shall be placed at curb return and/or at a maximum spacing of 150 feet.
- 3.10 Joint Filler: The expansion joint filler will be preformed joint filler conforming to ASTM Designation : D 1751. The preformed joint filler shall be resin-impregnated fiberboard conforming to the physical requirements of ASTM Designation: D 1752. After concrete has hardened the expansion joint filler shall be trimmed to ½” below the edge of the concrete curb and/or gutter, cleaned, primed and sealed with a joint sealing compound. The joint sealer shall consist of a durable elastic compound capable of effectively sealing joints in concrete against the infiltration of moisture. It shall conform to the requirements of ASTM D-1190-64 (1970), together with the additional requirements and

modifications contained within the Missouri State Highway Specifications Section 1057.1. The sealer shall be trim cut to the effective top elevation of the concrete joint and no material shall extrude above this level.

#### **4. AASHTO REFERENCES**

- 4.1 AASHTO M148 – Liquid Membrane-Forming Compounds for Curing Concrete.
- 4.2 AASHTO M153 – Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers (ASTM D1752) for Concrete Paving and Structural Construction.
- 4.3 AASHTO M171 – Sheet Materials for Curing Concrete.
- 4.4 AASHTO M182 – Burlap Cloth Made from Jute or Kenef.
- 4.5 AASHTO M213 – Standard Specification for Preformed Expansion Joint Fillers (ASTM D1751) for Concrete Paving and Structural Construction.
- 4.6 AASHTO M224 – Protective Coatings for Portland Cement Concrete.
- 4.7 AASHTO M233 – Boiled Linseed Oil Mixture for Treatment of Portland Cement Concrete.

#### **5. ACI REFERENCES**

- 5.1 ACI 305R – Hot Weather Concreting.
- 5.2 ACI 306R – Cold Weather Concreting.

#### **6. ASTM REFERENCES**

- 6.1 ASTM A185 – Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete Reinforcement.
- 6.2 ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement (Including Supplementary Requirements S1).
- 6.3 ASTM C33 – Standard Specification for Concrete Aggregates.
- 6.4 ASTM C150 – Standard Specification for Portland Cement.
- 6.5 ASTM C174 – Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores.
- 6.6 ASTM C309 – Standard Specification Liquid Membrane-Forming Compounds for Curing Concrete.
- 6.7 ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup>).
- 6.8 ASTM D1751 – Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding Bituminous Type).
- 6.9 ASTM D1752 – Standard Specification for Preformed Sponge Rubber and Cork Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

- 6.10 ASTM D4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
- 6.11 ASTM D4254 – Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

**7. FS REFERENCES**

- 7.1 SS-S-1614 – Sealants, Joint, Jet-Fuel-Resistant, Hot-Applied for Portland Cement and Tar Concrete Pavements.
- 7.2 TT-P-115 – Paint, Traffic (Highway, White and Yellow).
- 7.3 TT-S 00227E(3) – Sealing Compound: Elastomeric Type, Multi-Component (for Calking, Sealing, and Glazing in Buildings and Other Structures).

**END OF SECTION**

# SECTION 17

## INDEX

### SIGNING AND TRAFFIC CONTROL

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## SECTION 17

### SIGNING AND TRAFFIC CONTROL

1. **SCOPE OF WORK:** This work shall consist of the installation of construction traffic control signs in accordance with these Specifications.
2. **MATERIALS:** Signs shall conform to the requirements of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations, including the latest revisions. The colors of the reflective sheeting shall conform to Table II of ASTM E 97-55. Construction signs and traffic control devices shall be reflective sheeting, engineering grade.
3. **INSTALLATION:** Signs of the various types shall be constructed and installed in conformance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highway Construction, Maintenance, Utility, and Incident Management Operations, including the latest revisions or as directed by the City.
  - 3.1 Approved Traffic Control Devices shall be maintained in front of construction signs if the hazards remain at night.
  - 3.2 Flagmen shall be furnished by the Contractor and used when the roadway is partially or wholly blocked by equipment or men and where equipment is crossing or within a road that is open to through traffic. Flagmen shall be courteous and use an approved stop and slow sign to control the traffic.
5. **TRAFFIC CONTROL PLAN:** Contractor will submit a drawing of the required traffic control plan prior to the pre-construction meeting.

END OF SECTION

# SECTION 18

## INDEX

### SEEDING AND SODDING

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# SECTION 18

## SEEDING AND SODDING

1. **SCOPE OF WORK:** This work shall consist of all materials, equipment and labor to prepare, fertilize, plant and mulch for seeding or sodding, within the Right of Way or as noted on the Plans, for areas disturbed during construction.

2. **MATERIALS:**

2.1 Top Soil: Topsoil shall be obtained from approved sources. It shall be a fertile, friable, and loamy soil of uniform quality, without admixture of subsoil materials, and shall be free from materials such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetable debris undesirable or harmful to plant life or which will prevent the formation of a suitable seedbed.

2.2 Fertilizer: Fertilizer shall be inorganic 12-12-12 or 13-13-13 grade, uniform in composition, free flowing and suitable for application with approved equipment, delivered to the site in convenient containers, each fully labeled, conforming to the applicable Missouri fertilizer laws, bearing the name, trade mark, or trade name, and a warranty of the producer.

2.3 Mulch: Mulch shall be either the vegetative type, wood cellulose fiber type, asphaltic emulsion type, or asphalt emulsion over mulch, whichever is specified in the Special Provisions, or as approved by the City.

2.3.1 Vegetative Type: The vegetative type shall be the cereal straw from stalks of oats, rye, wheat or barley and shall be free of prohibited and noxious weed seeds.

2.3.4 Wood Cellulose Fiber Mulch: Wood cellulose fiber shall contain no germination or growth inhibiting ingredients, and shall be dyed an appropriate color to aid in visual metering in its application. It shall be easily and evenly dispersed and suspended when agitated in water, and when sprayed uniformly on the soil surface, shall form a blotter-like cover, which readily absorbs the water and allows infiltration to the underlying soil. The mulch material shall be supplied in packages of not more than 100 pounds (45.36 kg) gross weight, and shall be marked by the manufacturer to show the air dry weight content. (Air dry weight shall contain not more than 10 percent moisture.)

2.4 Seed: State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.

2.4.1 It shall meet the following minimum percentage requirements for purity and germination:

<u>Seed</u>	<u>Quantity (Pounds Per 100 Pounds of Mixture)</u>	<u>Purity</u>	<u>Germination</u>
Kentucky Bluegrass	30	80%	65%
Perennial Rye	30	97%	85%
Kentucky 31 Fescue	30	97%	85%
Creeping Red Fescue	10	98%	85%
	100		

2.4.2 Moldy seed or seed that has been damaged in storage shall not be used.

- 2.5 Sod: The sod shall be at least three (3) years old, densely rooted, thrifty, perennial grass free from noxious weeds, and adapted to the soil and climatic conditions of this project area. The sod shall be selected from soil of the same type as that upon which it is to be placed. It shall be cut in strips of uniform thickness with a minimum depth of 1-1/4 inches; each strip containing at least one-half square yard and not more than one square yard. Sod shall be cut into strips not less than 12 inches in width or more than nine (9) feet in length.
- 2.5.1 The type of sod to be used will be Kentucky Blue Grass sod (Merion or an approved equal as accepted by the City) unless noted otherwise in the Plans.

### 3. EXECUTION:

- 3.1 Seedbed Preparation:
- 3.1.1 Dispose of any growth, rocks, or other obstructions which might interfere with tilling, seeding, sodding, or later maintenance operations.
- 3.1.2 Thoroughly loosen and pulverize topsoil to a depth of at least 3 inches.
- 3.1.3 Maintain tilled areas until seeded and mulched, or sodded to provide a smooth area with no gullies or depressions.
- 3.2 Fertilizing:
- 3.2.1 Apply fertilizer at the rate of 600 pounds per acre to prepare seedbeds and sodbeds.
- 3.2.2 Incorporate fertilizer into the soil to a depth of at least 2 inches by discing, harrowing or raking.
- 3.3 Seeding:
- 3.3.1 Apply seed mixture at rate of 100 pounds per acre.
- 3.3.2 Methods of Application:
- 3.3.2.1 Dry seeding: By use of proper equipment, having drills no more than 4 inches apart.
- 3.3.2.2 Drill seed to an average depth of 1/2 inch.
- 3.3.2.3 Overlap successive seed strips to provide uniform coverage. Repeat where skipped areas appear after a show of green.
- 3.3.2.4 Hydraulic Seeding: Mix seed with water and constantly agitate. Do not add seed to water more than 4 hours before application. Cover seed with soil to an average depth of 1/2 inch by raking or other approved methods.
- 3.4 Mulching:
- 3.4.1 Apply a mulch covering to all seeded areas. Mulch on all slopes greater than 4 horizontal to 1 vertical shall be vegetative mulch with emulsion. Mulch for all other areas shall be vegetative mulch only.
- 3.4.2 Apply vegetative mulch at the rate of 2-1/2 tons per acre by means of a mechanical spreader or other approved methods.
- 3.4.3 Immediately following the application of the mulch, water the seeded area in one watering, in sufficient amount to penetrate the seedbed to a minimum depth of 2 inches. Perform so as not to cause erosion or damage to the seeded surface.
- 3.5 Preparation of Sodbed: The area to be sodded shall be prepared prior to placing the sod in accordance with Paragraph 3.1. The soil shall be thoroughly watered immediately prior to placing the sod.
- 3.5.1 Grades that have been previously established, as shown on the Plans, shall be maintained in a true and even condition. Maintenance shall include necessary repairs to previously graded areas. Surfaces shall be left at the prescribed grades in an even and properly compacted condition so as to prevent the formation of depressions where water will stand.

- 3.5.2 The work shall be performed only during periods when beneficial results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the work will be stopped and shall be resumed only when directed by the City.
- 3.5.3 Fertilizer shall be distributed uniformly at the rate of 8 pounds per 1000 square feet and shall be incorporated into the soil to a depth of at least two inches by discing, harrowing or other acceptable methods.
- 3.5.4 All sod placed on slopes of 2-1/2:1 or steeper and in ditch bottoms shall be staked with eight (8) stakes per square yard or roll of sod. Sod placed on slopes flatter than 2-1/2:1 shall be staked with six (6) stakes per square yard or roll. Stakes shall be of lath or similar materials and shall be driven six (6) inches into the ground, except in the drainage channel bottom, stakes shall be driven a minimum of twelve (12) inches into the ground, leaving approximately one-half (1/2) inch of the top above the sod line.
- 3.5.5 After placing, the sod shall be firmed by use of an approved roller, a tamper or other approved methods. On steep slopes, the sod may be firmed by compacting with hand shovels. The firming process shall remove all air pockets and shall pack the sod roots firmly into the prepared soil.
- 3.5.6 The Contractor shall water the sod immediately after placing. All sodded areas shall be kept thoroughly watered by the Contractor for fourteen (14) days after laying. Sod shall be moist and growing when accepted.

**4. SATISFACTORY STAND OF TURF:**

- 4.1 Seeded Area: A satisfactory stand of turf from the seeding operation for a lawn area is defined as a minimum of 100 grass plants per square foot. Bare spots shall be no larger than 6 square inches per square foot.
- 4.2 Sodded Area: A satisfactory stand of turf from the sodding operation is defined as living sod uniform in color and leaf texture. Bare spots shall be no larger than 6 inches square. The total bare spots shall not exceed more than 2 percent of the area.
- 4.3 Maintenance During Establishment Period:
  - 4.3.1 General: Maintenance of the turfed areas shall include eradicating weeds, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch, and protecting turfed areas from traffic.
  - 4.3.2 Mowing: Lawn areas shall be mowed to a minimum height of 3-1/2 inches when the average height of the turf becomes 5 inches. Clippings shall be removed when the amount of cut turf is heavy enough to damage the turfed areas..
  - 4.3.3 Repair: The Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall also be repaired or replaced as required.

END OF SECTION



## CITY OF WARRENSBURG, MISSOURI INVITATION TO BID

The City of Warrensburg is accepting sealed bids for the FIRE STATION #2 CONCRETE FLATWORK PROJECT. Bid specifications and plans may be obtained electronically from the Public Works Department, City Hall, 102A South Holden Street, Warrensburg, MO 64093. Please contact Joe Clifford via [joe.clifford@warrensburg-mo.com](mailto:joe.clifford@warrensburg-mo.com) or (660) 747-9135.

Bids may be submitted by dropping off in person, sending them electronically, or by mail:

- **In Person Submission:** Turn in sealed bids at Utility Billing front desk, clearly marked on the envelope: **“fire station #2 concrete flatwork project – DO NOT OPEN”**
- **Electronic Submission:** Email your bid to [cityclerk@warrensburg-mo.com](mailto:cityclerk@warrensburg-mo.com) with the subject line: **“fire station #2 concrete flatwork project – DO NOT OPEN”**
- **Mailed Submission:** Send sealed bid to the City Clerk, clearly marked on the envelope: **“fire station #2 concrete flatwork project – DO NOT OPEN”**

Sealed bids will be received by the City Clerk until July 22, 2026 at 10:00 a.m., local time, at 102A South Holden Street, Warrensburg, MO 64093. Bids will be opened and publicly read aloud at that time at the Municipal Center, 200 S. Holden, Warrensburg, Missouri.

By: Mike Schrage  
City Manager