CONTRACT DOCUMENTS,
SPECIFICATIONS, AND DRAWINGS
for
506 & 508 VIRGINIA AVE.
DEMOLITION & REHABILITATION
JOPLIN, MISSOURI

July, 2018





Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers ● Surveyors
Joplin, Missouri

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DIVISION 0 – CONTRACT REQUIREMENTS

REQUEST FOR PROPOSALS 00020

SEALED PROPOSALS for 506 & 508 Virginia Ave. Demolition & Rehabilitation for the City of Joplin, Missouri will be received by the City of Joplin, MO at 602 S. Main Street, Joplin, MO 64801 on July 30, 2018 at 2:00 pm. Proposals will then be publicly opened and read aloud in the 5th Floor Conference Room at this same address.

The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Copies of the plans and specifications are on file and may be examined at the office of ALLGEIER, MARTIN and ASSOCIATES, INC., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and insert Project Number 5863706. Digital download cost is $20.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $40.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7353.

It is the sole responsibility of all planholders, whether or not they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of proposal information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued and to be placed on the planholders list.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all proposals.

Each Contractor must deposit with his proposal, security in the amount of five percent (5%) of his base proposal, which is subject to conditions provided in the Instructions to Contractors.

Prevailing wage rates do not apply to this project.

Contractors on this project will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

No Contractor may withdraw his proposal within sixty (60) calendar days after the actual date of the opening thereof.

Contractors with questions concerning this Request may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

David Hertzberg, Director of Public Works

INSTRUCTIONS TO CONTRACTORS 00100

PROPOSALS will be received by the City of Joplin, Missouri (herein called the "OWNER") at City Hall, 602 S. Main Street, Joplin, MO 64801, until 2:00 pm July 30, 2018 and then at said office in the 5th Floor Conference Room be publicly opened and read aloud.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Each PROPOSAL must be submitted in a sealed envelope, addressed to The City of Joplin Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801. Opening of PROPOSALS will occur in the 5th Floor Conference Room at this same address. Each sealed envelope containing a PROPOSAL must be plainly marked on the outside as PROPOSAL for 506 & 508 Virginia Ave. Demolition & Rehabilitation and the envelope should bear on the outside the name of the CONTRACTOR, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the PROPOSAL must be enclosed in another envelope addressed to: Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801.

All PROPOSALS must be made on the required PROPOSAL form, Section 00301 of these specifications, pages 00301-1 through 00301-4. CONTRACTOR shall submit TOTAL PROPOSAL AMOUNT(S) on the appropriate page, in both words and numerals. TOTAL PROPOSAL AMOUNT(S) shall be written in ink or typewritten. PROPOSAL form shall be executed when submitted. Only one copy of the PROPOSAL form is required.

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a PROPOSAL within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

CONTRACOTR must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After PROPOSALS have been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the completion of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each PROPOSAL must be accompanied by a PROPOSAL BOND payable to the OWNER for five percent (5%) of the total amount of the PROPOSAL. The OWNER will return the BONDS of all CONTRACTORS except the one selected within 60 days. The PROPOSAL BOND of the successful CONTRACTOR will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a PROPOSAL BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of “Surety Companies Acceptable on Federal Bonds” as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign PROPOSAL BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the CONTRACTOR. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the CONTRACTOR to execute the Agreement, the OWNER may, at his option, consider the CONTRACTOR in default, in which case, the PROPOSAL BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the CONTRACTOR may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the CONTRACTOR to perform the work, and the CONTRACTOR shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy the OWNER that such CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

CONTRACTOR may elect to submit a TOTAL PROPOSAL AMOUNT for option 1, option 2, or for both options. Contractor may also elect to submit additive PROPOSALS to be added to Option 2 but may elect to leave this section blank. Below the TOTAL PROPOSAL AMOUNT being submitted for each option the CONTRACTOR shall fill in the blanks. Any TOTAL PROPOSAL AMOUNT submitted without the blanks filled will be rejected. In addition, the CONTRACTOR shall submit with the PROPOSAL form a detailed explanation of what they are proposing.

Award of the contract will be dependent on the option selected by the Owner. After review of the PROPOSALS the Owner will determine which Option is in the Owners best interest within 60 days after the PROPOSAL opening. Owner shall then award the contract for the selected option. The selected option may or may not be the lowest TOTAL PROPOSAL AMOUNT. Evaluation of PROPOSALS will include the following criteria:
1. CONTRACTORS qualifications and experience undertaking projects similar in size, scope, and purpose.
2. CONTRACTORS detailed proposal submitted with proposal form.
3. TOTAL PROPOSAL AMOUNT. The Owner is not bound to accept the lowest price or any proposal of those submitted.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

Each CONTRACTOR is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any CONTRACTOR to do any of the foregoing shall in no way relieve any CONTRACTOR from any obligation in respect to his PROPOSAL.

The CONTRACTOR shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: Jared Nichols, P.E. 417-680-7200.

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, 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 tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Form **5060**

Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	Zip Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)	Estimated Project End Date (MM/DD/YYYY)	
Description of Project			
Project Location		Certificate Expiration Date (MM/DD/YYYY)	

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo**. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)	
Address	City	State	Zip Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	Zip Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)	

Form 5060 (Revised 05-2015)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit **http://dor.mo.gov/business/sales/sales-use-exemptions.php** for additional information.

PROPOSAL FORM..... . 00301

Proposal of _____ (hereinafter called "CONTRACTOR"), organized

and existing under the laws of the State of _____ doing business as *_____

_____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert “a corporation”, “a partnership”, or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete _____ _____/LS	$_____
2	Lump Sum	Demolish 508 Virginia Ave., Complete _____ _____/LS	$_____
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete _____ _____/LS	$_____
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 1 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for _____ Days

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete _____ _____/LS	$_____
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete _____ _____/LS	$_____
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete _____ _____/LS	$_____
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 2 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. _____ _____/LS	$_____
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete _____ _____/LS	$_____

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for _____ Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If PROPOSAL is a Corporation)

_____
Address (Including Zip Code)

_____

CONTRACTOR STATEMENT OF QUALIFICATIONS ……00302

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date:_____

Construction Capabilities:

- ❑ General Contracting
- ❑ Electrical
- ❑ Plumbing
- ❑ HVAC
- ❑ Demolition
- ❑ Earthmoving
- ❑ Asbestos Abatement
- ❑ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business:_____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

Date: Dated this _____ day of _____ , 20____ .

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

PROPOSAL BOND..... . 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____

DOLLARS ($_____) 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_____, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

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, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and 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.

_____ (L.S.)
Principal

_____
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.

ANTI-COLLUSION STATEMENT……..……00480

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

_____ being first duly sworn, deposes and says that he/she is

_____

Title of Person Signing

of_____

_____

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

AGREEMENT……00500

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: DAVID HERTZBERG, P.E.		Attention:	
Department: PUBLIC WORKS		Phone:	Fax:
Phone: 417-624-0820, EXT 500	Fax: 417-624-4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has been selected for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

506 & 508 Virginia Ave. Demolition & Rehabilitation

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within _____ calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. Prevailing wages DO NOT apply to this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all

subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $_____ (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the proposal, the president or authorized official of the contractor, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the contractor shall submit the exceptions on company letterhead, signed by the contractor and inserted inside the proposal submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted, the contractor shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to

this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal Document
i. Statement of Contractor's Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Contractors

n. Non-Collusion Affidavit
o. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to

be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

NOTICE OF AWARD 00501

TO: _____
_____
_____
_____

PROJECT Description: 506 & 508 Virginia Ave. Demolition & Rehabilitation

The OWNER has considered the PROPOSAL submitted by you on _____,2018 for the above-described WORK in response to its Request for Proposals, and Information for Contractors.

You are hereby notified that your PROPOSAL has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Contractors to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your PROPOSAL BOND. The OWNER 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 OWNER.

Dated this _____ day of _____,2018

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: _____

this the _____ day of _____, 2018

NOTICE TO PROCEED 00502

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ 506 & 508 Virginia Ave. Demolition & Rehabilitation

Joplin, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____

_____, 2018 on or before _____, 20___, and you are to complete the WORK within _____

consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 2018

By _____

Title _____

PERFORMANCE BOND 00610

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri
(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the 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, 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 OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

506 & 508 Virginia Ave. Demolition & Rehabilitation

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 OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise 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 no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,2018.

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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.

PAYMENT BOND (LABOR AND MATERIALS)..... 00611

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri
(Name of Owner)
602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the 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, 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 OWNER, dated the _____ day of _____ 2018, a copy of which is hereto attached and made a part hereof for:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification 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 all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 2018.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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.

GENERAL CONDITIONS OF CONTRACT 00700

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
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29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

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 PROPOSAL: The offer or proposal of the CONTRACTOR submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 CONTRACTOR: Any person, firm, or corporation submitting a PROPOSAL for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER 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.

1.7 CONTRACT DOCUMENTS: The Contract, including Request for Proposals, Information For Contractors, PROPOSAL, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part 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 Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the PROPOSAL from the OWNER to the successful CONTRACTOR.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 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.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 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.

1.25 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.

1.26 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 his last given address, or delivered in person to said party or his 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 ENGINEER, as necessary 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 DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER 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 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

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 OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed 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 ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

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 ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS 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 ENGINEER/ARCHITECT'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 ENGINEER. 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 ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

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 ENGINEER.

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 sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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 OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his 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 ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of 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 ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER 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.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, 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 catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT 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.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the 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, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with

construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, 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 pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes 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 by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, 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, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

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. He 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.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners 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 in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of 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 instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER 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 requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 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 as 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. CHANGES IN THE WORK:

13.1 The OWNER 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.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of 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 by the Owner

(b) An agreed lump sum.

(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00500 – Agreement; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER 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 OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 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) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire

project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 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.

17.2 The OWNER shall promptly investigate the conditions, and if he finds 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 a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice 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 extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) 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 he 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 OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER 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.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within

thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been 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.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER 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 OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER 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 OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, 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 OWNER's request, and at any time during the course of the PROJECT, 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 OWNER 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 OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addi- tion to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate 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 VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER 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 OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by 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. The form and limits of such insurance shall be as set forth in Section 00500- Agreement of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies

for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials 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 n 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 of 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, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

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

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents 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, damages, 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.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents 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 Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER 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 his 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 ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

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

25.3 If the performance of additional work by other CONTRACTORS or the OWNER 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 OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 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 to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER 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.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system 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 damage to other parts of the system resulting from such

defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Engineer, a notarized Final Waiver of Lien, in the form attached hereto, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

These documents shall be accompanied by a Contractor's Certificate, in the form attached hereto, signed and notarized by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

FINAL WAIVER OF LIEN

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) 506 & 508 Virginia Ave. Demolition & Rehabilitation owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.
Signature: (18) _____

WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

CERTIFICATE OF CONTRACTOR

_____ certifies that he is the _____
(Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of 506 & 508 Virginia Ave. Demolition & Rehabilitation, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

DIVISION 1 – GENERAL REQUIREMENTS

SUMMARY OF WORK 01010

1. GENERAL

1.1 The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

1.2 Location: The project site is located at 506 and 508 Virginia Ave., Joplin, MO 64801.

1.3 Access: Access by the Contractor and/or his employees to the site and other areas of construction is available via public roads, streets, and easements.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete work.

2.2 The contractor shall be responsible for obtaining and paying for all permits necessary from the City of Joplin, as required.

2.2.1 Contractor must have a current City of Joplin Contractors License and will be required to obtain from the City of Joplin Building Department a Demolition Permit for either option and a Building Permit if option 2 is selected.

2.2.2 The City of Joplin will obtain a demolition permit from the Department of Natural Resources. The Contractor will be provided a copy of that permit and shall abide by all stipulations stated therein. It is anticipated that the demolition will be completed with the wet demolition process.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Work shall be per the drawings, supplemented as necessary by any applicable details and these specifications.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the 811 utility location services, and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

3.4 The contractor shall be responsible for compliance with all erosion control measures as indicated in the specifications and drawings, as set forth in Section 01560-TEMPORARY CONTROLS.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. FIELD ENGINEERING

5.1 Minor modifications to the scope of work due to unknown facilities and discoveries are possible. Contractor shall inform and coordinate all discoveries with the Engineer for disposition.

5.2 Avoid disturbing existing markers and property corners, and if disturbed, corners must be re-established by a Registered Land Surveyor.

6. REGULATORY REQUIREMENTS

6.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the following:

6.1.1 Missouri Department of Natural Resources

6.1.2 City of Joplin

6.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

7. CONSTRUCTION STANDARDS

7.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

8. REFERENCES AND ABBREVIATIONS

8.1 The latest edition of the following specifications covers certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

8.1.1 AWWA: American Water Works Association.

8.1.2 AGA: American Gas Association

8.1.3 ASTM: American Society for Testing Materials

8.1.4 AASHTO: American Association of State Highway & Transportation Officials

8.1.5 ANSI: American National Standards Institute

8.1.6 API: American Petroleum Institute

8.1.7 ASA: American Standards Association

8.1.8 DOT: Federal Department of Transportation

8.1.9 AWS: American Welding Society

8.1.10 AREA: American Railway Engineering Association

8.1.11 ACI: American Concrete Institute

8.1.12 BOCA: Building Officials and Code Administrators

9. QUALITY CONTROL

9.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to

applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

10. ENVIRONMENTAL

10.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution Contingency Plans; and all applicable State, County, and municipal regulations.

10.2 The Contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506©).

10.3 The Contractor shall handle all hazardous materials as dictated by State Law and outlined in the demolition permit issued by the Department of Natural Resources.

SPECIAL PROJECT REQUIREMENTS 01030

1. GENERAL

1.1 Contractor shall undertake work in a manner that insures the adjoining building and its occupants are not adversely affected by construction.

1.1.1 The tenants located at 501 Main Street shall be notified by the CONTRACTOR at least 48 hours prior to closing 5th street and prior to beginning demolition. Contractor shall also board over all openings between 501 Main Street and 506/508 Virginia Ave. prior to any demolition.

1.1.2 During demolition of the critical area the CONTRACTOR shall provide a safety officer in the apartment building to radio outside and have demolition operations pause so he can escort people in or out of the building. CONTRACTOR shall provide a means of communication on each floor for tenants to contact the safety officer and shall inform the tenants what the entrance and exit procedures will be during demolition of the critical area.

1.1.3 Contractor shall secure the perimeter of the demolition area to the extent he deems necessary to maintain public safety. If the Engineer or Owner deems additional barricades, fencing, or signage are needed the Contractor shall supply and install said items as directed.

1.2 Contractor shall determine if 5th Street needs to be closed during demolition and/or construction. If the Contractor elects to close 5th Street the Contractor shall submit a traffic control plan to the City for approval and shall receive approval prior to closing the street. Traffic control plan shall include a pedestrian detour to route around the demolition area. Allow one week for City to review traffic control plan.

1.3 Removal and replacement of roof(s) on shall be accomplished such that the water tightness of the adjoining building is fully retained at all times. Upon project completion the exterior walls of all adjoining buildings shall be water tight and the lot shall be graded such that water does not pond against the remaining structures.

1.4 All openings remaining in the east exterior wall of 501 Main, the exterior walls of the service elevator shaft, and in the south building where the skywalks were, shall all be bricked in water tight. Coordinate work with existing property Owners.

1.5 If Option 2 is selected and 506 Virginia is rehabilitated and any or all of 508 Virginia is rehabilitated:

All rehabilitation work shall conform to the standards set forth in the Secretary of the Interior's National Park Service Standards for Rehabilitation 36 CFR Part 67.

The standards and additional non-regulatory guidelines with more detailed explanations can be found at this website: https://www.nps.gov/tps/standards.htm

COORDINATION 01040

1. GENERAL

Project Coordination: The Contractor shall be responsible for coordinating the efforts of the various trades involved in the project to insure completion of the construction in the time allowed by these specifications and in a manner specified herein.

501 Main Street Apartment Owner/Tenants: The Contractor shall be responsible for informing the Owner and Tenants and for coordinating demolition work with the safety officer and tenants, see Section 01030.

SUBMITTALS 01340

1. GENERAL

1.1 The types of submittal requirements specified in this section include design documents, shop drawings, product data, samples, and miscellaneous work-related submittals. Individual submittal is required for the following items if option 2 is selected:

1.1.1 Roof Replacement System Proposed: Roof system shall meet the requirements of the City of Joplin Building Code, including but not limited to a 30 lb. ground snow load and 115 mph design wind speed. Roof system shall be designed by a registered professional engineer licensed in the state of Missouri. Roofing materials shall be permanent and watertight, including all flashing, parapet caps, and incidentals required. Roof shall have a minimum 10-year materials warranty and a 1 year leak free guarantee. Roof shall be constructed of materials similar to what is currently in place and shall be a comparable system conforming to the historic property standards referenced in Section 01030.

1.1.2 All Walls, Floors, Bracing, or Shoring Proposed: Any permanent structural improvements implemented and constructed by the Contractor shall meet the requirements of the City of Joplin Building Code and shall be designed by a registered professional engineer licensed in the state of Missouri. Additionally, the improvements or modifications shall conform to the historic property standards referenced in Section 01030.

1.1.3 Final Building Certification: The Contractor shall retain a registered professional engineer to assess the building elements left in place and the registered professional engineer shall certify that the elements are sufficient for the imposed loads and that the completed building is structurally sound, meeting all applicable Building Code requirements.

2. GENERAL SUBMITTAL REQUIREMENTS

2.1 Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.

2.2 Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, specification section, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals, which are received from sources other than through Contractor's office, will be returned "without action".

2.3 Transmittal Form: Prepare a draft of special transmittal form for project and submit to Engineer for acceptance. Provide places to indicate project, date, "To", "From", names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.

2.4 Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

3. SUBMITTAL DATA

3.1 Submit one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application of labels and seals, notation of field measurements that have been checked, and special coordination requirements.

3.1.1 Maintain one set of product data (for each submittal) at project site, available for reference by Owner/Engineer and others.

3.1.2 Do not submit product data or allow its use on the project until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Engineer, marked with an "Action", which indicates an observed non-compliance. Submit three copies for Engineer's review.

TEMPORARY CONTROLS 01560

1. GENERAL

1.1 The Contractor shall be solely and completely responsible for providing any temporary measures required for the proper control of noise, dust, surface and subsurface water flow, and erosion of the construction site. All mechanical equipment shall have proper sound dampening devices installed to insure noise levels do not exceed safe or objectionable levels.

1.2 The Contractor shall install temporary bracing as he deems necessary for the performance of the work. All temporary bracing shall be removed upon completion of the work.

1.3 The Contractor shall be solely responsible for the conditions of the job site, including protection and safety of persons and employees affected by the project, with such responsibilities including, but not limited to, protection of persons from inhalation of dust, exposure to excessive noise, and to hazardous materials.

1.4 The Contractor shall protect surface waters from pollution and silt-laden runoff and shall implement BMP's to minimize surface pollutant runoff from the site.

TRAFFIC CONTROL 01577

1. GENERAL

1.1 This work shall consist of furnishing and installing traffic control devices in accordance with the contract and as directed by the Engineer or as required by the applicable regulatory authority.

2. MATERIALS

2.1 All construction sign and reflective materials shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), – latest edition.

3. CONSTRUCTION REQUIREMENTS

3.1 The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, object markers, flashing devices, lights, and other traffic control devices as directed by the Engineer. All signs and traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be kept legible, in alignment, and in good repair. All signs shall be covered, set aside, turned, removed, or relocated as work progresses, or is completed and their necessity ceases to exist. All traffic control devices shall be removed after completion of construction and shall remain the property of the contractor unless specified otherwise.

3.2 Flagmen will be required when equipment is crossing a road that is open to vehicular traffic. Hand signaling devices, flagmen attire, flagging procedures, and flagmen stations shall be in accordance with the MUTCD. On the resurfacing areas which require handling two-way vehicular traffic over a single lane, each flagman involved in controlling traffic through and along the work area shall be equipped with a portable transceiver radio and a stop-slow hand signaling device.

3.3 Under special circumstances and upon receipt of prior approval by the City and the Engineer, one-way traffic or lane closures may be considered at the sole discretion of the Owner. The length of time that the contractor may maintain lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the City's and Engineer's approval. The contractor shall furnish the personnel and equipment to achieve temporary stoppage of all traffic lanes if construction operations require such. No direct payment will be made for removing or reusing particular signs.

3.4 Contractor shall be responsible for obtaining from MoDOT, County and/or the City any and all traffic control requirements applicable to the construction of this project, prior to beginning construction. Contractor shall be responsible for complying with all traffic control measures required for construction within MoDOT, County and/or City right-of-way.

3.5 The requirements of this specification shall not relieve the contractor of his responsibility for protecting both the public and the work.

3.6 The Contractor shall give the City a minimum one week notice prior to any road closure.

4. MEASUREMENT AND PAYMENT

4.1 Traffic control shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 2 – SITEWORK

DEMOLITION 02050

1. GENERAL

1.1 Description: The work of this section includes the demolition of existing buildings, removal of existing building roof, removal of two skybridges, and removal of equipment, as shown on the drawings and set forth herein, including the removal from the site those materials that are not suitable for re-use on the project. Items include but are not limited to, foundation walls, walls, columns, footings, floors and any other building appurtenances, old equipment, electrical appurtenances, cisterns, catch basins, manholes, drainage and sewer pipes, water and gas pipes, other objects or structures including scattered or piled bricks, stones, broken masonry, rubbish, debris, etc. from demolition work, and other existing improvements.

1.1.1 The surrounding buildings and structures remaining shall be adequately protected from debris and demolition activities. Contractor shall be responsible for photo documentation of existing structures possibly affected.

1.2 Material to be demolished or removed will be considered the property of the Contractor unless owned and claimed by any political subdivision or utility company. All materials becoming the property of the Contractor shall not be stored upon the right-of-way, nor shall any portion of the right-of-way be used by the Contractor as a sales yard. All discarded material or debris shall be disposed of at locations selected by the Contractor.

2. DEMOLITION

2.1 Disposal: The Contractor shall remove from the site all materials, and demolition debris not intended for re-use on the project. All regulated waste materials not salvaged or recycled shall be disposed of in a licensed landfill, and Contractor will be required to provide proof of proper disposal (landfill receipts, etc.) to the Owner for all regulated waste material removed from the site.

2.1.1 The Contractor may elect to use clean broken-up brick, stone, and concrete rubble to fill the space under the buildings. No wood, metal, or hazardous materials shall be used as fill. No broken-up brick, stone, or concrete shall be used for the upper 30” of fill.

2.2 Buildings: Walls, floors, roof, and foundation shall be demolished and disposed of as described above and as shown on the drawings. Foundations shall be removed to 30” below grade. Order of existing construction is believed to be as follows:

A. 501 Main constructed to 3 stories including lower portion of service elevator shaft and lower portion of chimney.

B. 506 Virginia constructed to current 3 stories. This leaves a cold joint between 506 Virginia and 501 Main.

C. 501 Main reworked and turned into a 5-story building while the service elevator shaft and chimney are also raised to match the new 5 story building.

D. 508 Virginia constructed to current 3 stories. This leaves a cold joint between the service elevator shaft/chimney and 508 Virginia. The exterior wall of 506 Virginia was used as party wall and joist pockets were made in existing wall for new joists.

Engineer has a large number of photos and videos of the structures in their current state. These are available for contractors to review if they choose to do so.

Contractor shall verify the information provided herein and by the Engineer and said information shall not be used as grounds for any additional cost incurred or damages resulting for using said information.

2.3 Existing Roof: If option 2 is selected the existing roof of 506 Virginia Ave. will be removed and replaced. Removal shall include all wood structural members, bracing, roofing materials, flashing, and interior incidentals. The third floor is not a suitable work platform. Contractor shall verify floor joist integrity. If floor joists are deemed suitable by the Contractor it is suggested that the Contractor overlay the rotten wood flooring with plywood type material. If the existing wood tongue and groove plank flooring is removed it must be replaced with like materials.

2.4 Skybridges: If option 2 is selected and the Contractor elects to remove the skybridges the openings in the South Building shall be bricked in water tight. Coordinate work with existing property Owner.

2.5 Equipment: For either option, the equipment and piping in the basements shall be removed and disposed of or recycled. For either option, the large HVAC roof top unit must be removed with all associated piping.

2.6 Stored Materials: In both buildings there are stored materials and garbage. Any portion of the building(s) that remain after demolishing shall be empty. All stored materials and garbage removed and disposed of or recycled.

2.7 Utilities: The Owner is addressing all utility relocations and abandonments separately except for the sewer lines and the electrical work.

2.7.1 The Contractor shall be responsible for sewer and drainage pipes which have been or shall be abandoned and shall permanently seal the ends with bulkheads constructed of plain portland cement concrete, having a minimum thickness of 8 inches. The use of salvaged brick will be permitted for constructing bulkheads provided the brick are clean and sound.

2.7.2 The Contractor shall be responsible for protecting the electrical gear on the west wall of 508 Virginia as shown on the drawings. If the wall is removed the gear shall be permanently supported per the electrical company's requirements. If part of the wall is left it shall be cut neatly and capped with an 8 to 12-inch-thick concrete cap to seal the top of the wall. The LB on the right side as shown in the image on drawing 5 shall be disconnected and removed. Contractor shall verify electrical equipment in buildings being demolished does not serve 501 Main Street Apartments prior to disconnecting and removing.

2.7.3 The Contractor shall be responsible for setting up temporary power if needed and coordinating with Liberty Utilities. Contact for Liberty Utilities is Scott Sullivan: 417-291-9084.

CLEANING 02101

1. GENERAL

1.1 The work of this section consists of the periodic removal of construction debris from the job site and associated public streets, roads, easements, and rights-of-way used during construction and in addition, the final detailed cleaning of the site prior to Owner acceptance of the project.

2. MATERIALS

2.1 None

3. METHODS

3.1 General: The Contractor shall keep the construction site sufficiently clean so as to allow a safe and expeditious construction operation to be implemented. Periodically, and upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the project site, all surplus, discarded materials, perishable matter, rubbish, and temporary structures. He shall restore in an acceptable manner all property, both public and private, which may have been damaged on account of the execution of the work and shall leave the project site and private property neat and presentable.

3.2 Open Burning: No open burning will be allowed on site.

3.3 Dust Control: Construction operations may require control measures to prevent the creation of excessive dust, which will be the responsibility of the Contractor.

FILL COMPACTION. 02210

1. GENERAL

1.1 Description: This work shall consist of compacting the earth fill below all areas receiving granular stone base.

2. CONSTRUCTION REQUIREMENTS

2.1 Before placing any fill material the Contractor shall break or punch holes in the basement floors on a 10 foot grid pattern to allow drainage down through the slab. The basement area is approximately shown on the drawings.

2.2 The fill for the full area shall be placed in 6 inch lifts and compacted after being brought to a uniform moisture content either by drying or by adding water and manipulating with suitable equipment. The material shall be compacted to produce a density not less than 95% of maximum density within 2% of the optimum moisture of the material, by the use of approved equipment producing satisfactory results.

2.2.1 Contractor shall secure and compensate an approved third party testing agency to perform density testing at the rate of one test per lift per building.

2.3 If the required density cannot be obtained the unsuitable material shall be excavated and replaced with satisfactory fill material compacted in layers not to exceed 6 inches. Each 6-inch layer shall be processed, wetted, or dried as necessary, and compacted to the required density. No extra compensation will be made for removal of unsuitable material and the work shall be considered incidental to the contract.

2.4 It will be necessary for the contractor to make arrangements with a testing laboratory to obtain the proctor for the soil to be tested. Arrangements for a proctor should be performed as soon as possible so that compaction testing can be completed. If the contractor chooses to use a borrow site for backfill material, a proctor should also be completed for the borrow material. All results for compaction testing, soil properties and proctor results shall be submitted to the engineer.

2.5 If broken-up brick, stone, or concrete fill is used it shall be placed such that heavy equipment can operate on it and the upper 30 inches of earth fill covering the rubble can achieve compaction.

3. MEASUREMENT AND PAYMENT

3.1 Fill and fill compaction shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

GRANULAR STONE BASE 02232

1. GENERAL

1.1 The work shall consist of furnishing and placing one or more courses of aggregate on a prepared subgrade in accordance with these specifications.

1.2 Upon completion of Granular Stone Base, the entire surface shall be chip sealed per MODOT standard specification section 409. Provide submittal information of chip seal materials to Engineer for review and approval.

2. MATERIALS

2.1 Granular Stone Base: Crushed stone shall conform to material meeting City of Joplin Specification Section 1400, "Untreated Compacted Aggregate", and produced by an approved source. Aggregate shall be mechanically crushed limestone or dolomite. It shall not contain more than 15 percent deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following gradation requirements:

Percentage by Weight Passing Each Sieve:

1-1/2 Inch Sieve ----- 100%
1 Inch Sieve -----60 - 100%
½ Inch Sieve ----- 30 - 65%
No. 4---------- 20 - 50%
No. 10---------- 15 - 40%
No. 40---------- 5 - 22%
No. 200---------- 0 - 15%

Plasticity Index of the fraction passing the No. 40 sieve shall not exceed 8.

Material shall be delivered with sufficient moisture content to provide specified densities when compacted.

3. METHODS

3.1 Fill: All work on that portion of the fill on which the base is to be constructed shall be completed in accordance with the requirements of these specifications prior to the placing of any base material on that portion. Aggregate base shall not be placed on a frozen subgrade.

3.2 Placing: The maximum compacted thickness of any one layer shall not exceed four (4) inches. When the specified compacted depth of the base course exceeds four (4) inches, the base shall be constructed in two or more layers of specified thickness. The compacted depth of a single layer of the base course may be increased to six (6) inches for shoulders and lightly traveled areas, but only as approved by the engineer. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled rollers weighing not less than ten (10) tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross section and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry as required during shaping and compacting operations. The use of excess water, resulting in run-off or in the formation of a slurry on the surface shall be avoided. Stone base shall also be manipulated with proper handling techniques to avoid segregation of the material. If segregation occurs, scarification will be necessary to restore uniformity of the material. The stone base shall be compacted to not less than ninety-five (95%) percent of the maximum density at optimum moisture content.

3.3 Testing: The compacted base shall be tested for in place density by ASTM Method 2922 or 2167, latest revision, at the rate of two (2) determinations for each building area.

3.4 Tolerance: The compacted base shall be brought to within a tolerance of 1/2" or less below design grade.

3.4.1 The compacted aggregate base thickness shall not be deficient in excess of ½ inch from the plan thickness. Thickness measurement shall be taken and determined for each building area or as designated by the Engineer.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: Granular stone base shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 4 - MASONRY

COLD WEATHER MASONRY PROCEDURES 04050

1. GENERAL

1.1 Description: This section consists of procedures to be followed when placing concrete block or brick in cold weather.

1.2 Definition: No masonry units shall be laid unless the procedures called out in this section are followed when the ambient temperature falls below 40°F.

2. STORAGE AND HEATING OF MATERIALS

2.1 Storage: At time of delivery, all masonry units shall be dry. Masonry units shall be kept dry until they are laid in the wall. All masonry materials shall be protected from the weather by means of an enclosure or cover.

2.2 Heating Water: When the air temperature falls below 40°F, mixing water shall be heated. The water shall not be heated above 180°F.

2.3 Sand: When the air temperature falls below 32°F, sand shall be heated so that all frozen lumps are thawed. Sand temperature of 50°F shall be considered sufficient unless directed otherwise by the Engineer. Sand shall not be heated above 150°F.

2.4 Masonry Units: When the air temperature falls below 20°F, masonry units shall be heated by stacking around oil-fired blowers or salamanders or inside a heated enclosure. Partially completed walls that may be frozen shall be heated before grout is placed into cores or cavities. When the air temperature has been below 32°F during the previous two hours, the air in the bottom of the grout space shall be raised above 32°F before grouting.

3. HEATED ENCLOSURES

3.1 In order to meet the requirements of this section, a heated enclosure may have to be used.

CEMENT LIME MORTAR 04110

1. GENERAL

1.1 Description: The work of this section consists of furnishing all labor, materials, equipment, tools, and incidentals necessary for mixing and placing cement lime mortar for masonry construction.

2. MATERIALS

2.1 General: All materials shall be so delivered, stored, and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Package materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected. All materials shall be of the respective qualities specified herein.

2.2 Mixing Water: Mixing water for concrete shall be fresh, clean, and potable. Non-potable water may be used only if it produces mortar cubes having 7- and 28-day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109.

2.3 Portland Cement: Portland cement shall conform to the Standard Specifications of ASTM C150, Type 1, latest edition. White portland cement shall be in conformity with U.S. Government Federal Specifications, SS-C-181, latest edition. Portland or white portland cement shall be standard product name of which shall be submitted to the Engineer for approval.

2.4 Hydrated Lime: Hydrated lime shall conform to the Standard Specifications for ASTM C206, latest edition. Quick lime shall conform to the Standard Specifications of ASTM C5, latest edition.

2.5 Sand: Sand for masonry work shall be capable of developing 95% of tensile strength of Ottawa sand. It shall not contain deleterious substances exceeding the following percentages: 0.25 of 1% coal and lignite, 1% of clay lumps; and 1% of shale, alkali, coated grains, or flaky particles. Sand shall be graded from coarse to fine, with fine grains predominating as follows: For joints of average thickness, 100% of sand shall pass through #8 mesh sieve and no more than 15% to 35% through #50 mesh sieve. Sand for pointing any cut stone work shall be as specified for masonry work except that for joints one-fourth (1/4) inch to three-eighths (3/8) inch sand shall pass a #12 mesh sieve and for finer joints shall pass a finer sieve.

3. MIXING

3.1 Cement mortar shall be proportioned in the amount of one part portland cement to three parts sand, tempered with lime putty not over twenty-five percent of cement volume. All measurements are by volume. All mortars shall be highly plastic with high water retentivity.

3.2 Mortar shall be thoroughly machine mixed for at least five minutes after all material is in the mixer.

3.3 Mortar shall be used and placed in final position within two and one-half hours after mixing when the air temperature is 80 degrees F., or higher. Mortar shall be used and placed in final position within three and one-half hours when the air temperature is less than 80 degrees F. Mortar not used within these time limits shall be discarded.

3.4 Mortars that have stiffened within the time intervals as determined in Paragraph 3.3 above because of evaporation of moisture may be retempered to restore workability by adding water. Enough water may be added as is necessary to produce proper workability.

3.5 To reduce subsequent shrinkage in tuckpointed joints, the material shall be mixed with just enough water to make a damp mixture. This semi-dry mixture shall be left untouched for one to two hours, after which it shall be remixed and water added to obtain proper workability.

BRICK MASONRY 04220

1. GENERAL

1.1 Description: The work of this section consists of furnishing and placing all concrete block work and all brick masonry as shown on the drawings and all labor, equipment, tools, and incidentals necessary to complete this section.

2. MATERIALS

2.1 Concrete Unit Masonry: Concrete unit masonry shall be of lightweight expanded shale aggregate conforming to ASTM C-90, Grade N. Blocks shall be molded accurately by machine, of uniform size, weight, strength, density, surface texture and color. Small amounts of sand shall be allowed in block composition to facilitate manufacture. Blocks shall be manufactured by an approved block manufacturer. The average percentage of moisture in the units at the time of setting shall not exceed 40 percent of their total absorption. After the blocks have been formed, they shall be steam cured for not less than eight hours at not less than 120 pounds or more than 150 pounds steam pressure at temperatures of 350 to 360 degrees F. The blocks shall be sealed in the steaming cylinders for at least five hours. Pressure curing requirements may be waived at the Engineer's discretion. Size of blocks shall be eight inches in height by sixteen inches in length by four inch, six inch, eight inch, or twelve inch widths, as required. Use special blocks for all corners, piers, jambs, sash, pilasters, caps, and other special conditions as shown on the drawings.

2.2 Brick: Brick shall be standard modular size brick (7-5/8" x 3-5/8" x 2-1/4") laid in running bond. Brick manufacturer shall be approved by the Engineer.

2.3 Mortar: See Section 04110 – CEMENT LIME MORTAR.

3. EXECUTION

3.1 Workmanship: Workmanship shall conform to the requirements of Local Building Code, Building Code Requirements for Masonry-American Standard A.41.1, instructions of each material manufacturer, applicable published recommendations of the National Concrete Masonry Association, The Structural Clay Products Institute, and the requirements of these specifications. All work shall be plumb and true and built accurately to the dimensions shown. All masonry shall be set in running bond, unless stacked bond is called for on the drawings. Cut masonry accurately to fit around all pipes, ducts, electrical boxes, and other openings, and slush all cut openings full. Care shall be taken to avoid filling voids in masonry except where filled voids are called for on the drawings or below. Coordinate work with other trades. Cut all units exposed in finished work with an approved type of power saw.

3.2 Weather Conditions: Masonry shall not be laid when the temperature of the outside air is below 40°F unless suitable means, approved by the Engineer, are provided to heat materials, protect work from cold and frost, and insure that mortar will harden without freezing. See Section 04050 – COLD WEATHER MASONRY PROCEDURES. No Anti-freeze ingredients shall be used in the mortar. Before laying, wet all brick, except those having absorption of less than five percent.

3.3 Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells for general work in walls. Webs also shall be bedded in all courses of piers, columns and pilasters; in starting course on footings and solid foundation walls; and around cells that are to be reinforced or filled with grout. Lay solid units with full head and bed joints. Make joints approximately 3/8-inch in uniform thickness unless indicated otherwise on the drawings. The thickness and uniformity of joints shall be subject to the Engineer's approval and any rejected work shall be taken down and re-laid promptly.

3.4 Lay brick in full beds and fill all vertical joints and spaces completely with mortar. Brick up tightly against all structural work and allow space for caulking joints at all door and window frames.

3.5 Joints of units that will be exposed or painted shall be cut flush and tooled when thumbprint hard to form a concave joint. Joints in unparged masonry below grade shall be pointed tight with a trowel. Joints in surfaces to be plastered,

stuccoed, or covered with other masonry or roofing materials shall be cut flush.

3.6 Protection of Work: The tops of exterior walls shall be adequately protected against moisture at night and during inclement weather or during delays in the work. Projections, sills, steps, etc. shall at all times be adequately protected from damage and staining.

3.7 Corners of intersections shall be bonded. Blocks shall be set tightly against bucks and all cut openings slushed full. Buck anchors shall be built into joints.

3.8 Lateral support at top of partitions shall be provided by securing to the structural system as required.

3.9 Provide structural steel lintels over openings in brick facing where shown on the drawings. Minimum length of bearing, when not shown on the drawings, shall be four-inches.

3.10 Where cast-in-place concrete or existing brick walls are to receive brick or masonry facing, the facing shall be anchored directly to the wall. Dovetail anchors shall be spaced so as to support not more than two square feet of wall area, but not more than 24-inches on center horizontally.

3.11 Brick Masonry Cleaning and Sealing: All exposed brick work shall be thoroughly cleaned and pointed. Cleaning shall be done with “Sure-Clean” No. 600 as manufactured by PROCESS SOLVENT COMPANY of Kansas City, Missouri; “Tru-Kleen” as manufactured by CHEM-MASTERS CORP. of Chagrin Falls, Ohio; or “Thoro-clean as manufactured by STANDARD DRY WALL PRODUCTS, INC., of Miami, Florida. In extreme cases, a five percent solution of muriatic acid may be used for cleaning off the exterior brick work. Cleaning will be preceded and followed by a copious bath of fresh clean water. After brick walls are thoroughly cleaned, as specified above, apply by low pressure spray, a thorough coverage of “Weather Seal 201” as manufactured by PROCESS SOLVENT COMPANY of Kansas City, Missouri. Application shall be at a rate of not more than 150 square feet per gallon and shall be guaranteed against leakage or seepage of water for a period of five years by the manufacturer.

MASONRY RESTORATION..... 04521

1. GENERAL

1.1 Description: The work of this section consists of removing and restoring all exterior damaged, loose, or missing brick masonry and all labor, equipment, tools, and incidentals necessary to complete this section.

2. MATERIALS

2.1 Mortar and Brick: See Specification sections 04110 Cement Lime Mortar and 04220 Brick Masonry.

3. EXECUTION

3.1 Remove and Replace: All loose or hanging bricks shall be removed and replaced or shall be mortared in place. If a brick moves it shall be addressed. Minor mortar and brick defects shall not be addressed.

3.2 Patching: Masonry openings left from missing bricks, beams or attachments being removed, or from joists that have been removed shall be filled with mortar flush to the building face.

3.3 Revealing: Exterior walls covered in plaster or wood framing shall be cleaned off such that the brick face is revealed and restored. The party wall between 506 Virginia and 508 Virginia is mostly plastered.

3.4 All masonry restoration work shall conform to the historic property standards referenced in Section 01030.

4. MEASUREMENT AND PAYMENT

4.1 Masonry Restoration shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 6 - WOOD AND PLASTIC

LIGHT WOODEN STRUCTURE FRAMING 06111

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete all rough carpentry work shown on the drawings, including:

1.1.1 Grounds: Permanent, where required, for plastering, paneling, etc.

1.1.2 Rough Hardware: Nails, spikes, bolts, nuts, washers, screws, connectors, etc. as required for assembling and securing work in this section.

1.1.3 General: Temporary enclosures, scaffolding, ladders, guards, batterboards, rough bucks, studding, joists, furring, blocking, and all other items of this nature necessary to complete this work. All such items shall be carefully and substantially constructed in accordance with all local, state, and federal laws and regulations.

1.2 The Contractor shall dismantle and remove all temporary items when they are no longer needed.

2. MATERIALS

2.1 Lumber: Lumber shall conform to the American Lumber Standards Simplified Practice, latest edition. Grades shall conform to the grading rules of the manufacturer's association under whose rules the lumber is produced. Lumber for framing shall be S4S, Douglas Fir, Standard MC15 grade or better; or No. 2 Dense Southern Yellow Pine, or better. Utility Douglas Fir or Southern Yellow Pine No. 2, selected straight and clear, may be used for wall and roof framing.

3. EXECUTION

3.1 Temporary Protection: Provide, install, and maintain such temporary coverings as are necessary to protect the work and materials from damage during construction operations. All finished openings and openings where finished frames are set but not completed shall be protected by setting temporary wood frames within the openings.

3.2 Temporary Guards and Barricades: Provide, install, and maintain all temporary guards and barricades necessary for the protection of the public and workmen, and as may be required by local, state, or federal laws and regulations.

3.3 Blocking: Provide and install all blocking and furring, plates, stripping, plugs, etc. required for the securing of finish work to the rough work. Provide blocking cut in between studs or joists where joints in the facing material occur.

BOARDING STRUCTURE OPENINGS 06118

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete closing the building(s).

1.2 The Contractor shall reference City of Joplin Building Code Section 26-623 Closing of Building and Section 26-627 Legal Vacant Dangerous Buildings.

1.3 A permit shall be obtained from the City of Joplin Building Department before commencement of work.

2. MATERIALS

2.1 Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least 1/2 inch nominal thickness. When required, framing shall be constructed from exterior grade lumber.

2.2 Any material used to close openings in exterior walls shall be installed in a workmanlike manner in accordance with recognized standards of the construction industry.

3. EXECUTION

3.1 Temporary Protection: Provide, install, and maintain such temporary coverings as are necessary to protect the work and materials from damage during construction operations.

3.2 Temporary Guards and Barricades: Provide, install, and maintain all temporary guards and barricades necessary for the protection of the public and workmen, and as may be required by local, state, or federal laws and regulations.

3.3 Roof: Roof must be water tight and free from leaks. See Specification Section 01340 Submittals for additional roof design requirements.

3.4 Removals: All loose and hanging exterior parts shall be removed. This includes but is not limited to loose brick, concrete, steel, wood, canopies, trim, and glass. All debris from the interior and exterior of the premises shall be removed. This includes all stored materials and trash.

3.5 Closing Openings: All exterior openings are to be closed, including doorways, windows, and any opening greater than 3 square feet. Even if the opening has a functioning door, window, or cover, it shall be covered unless otherwise approved by the Owner or Engineer.

3.5.1 Covering: Plywood and wood framing shall be used to cover openings being closed. Covering shall be adequately secured to the building will nails, screws, or anchors in a pattern approved by the Engineer.

3.5.2 Framing: If an opening is greater than 4 foot in a single direction additional 2x lumber and blocking shall be used as a frame for the plywood covering.

3.6 Painting: All plywood shall be painted with two coats of exterior paint. Color shall match building as close as possible.

3.7 Baiting: The building or structure shall be baited for roaches and rodents after all other work is completed.

4. MEASUREMENT AND PAYMENT

4.1 Boarding structure openings shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

WOOD MOISTURE CONTENT 06375

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete drying out the remaining structures to the maximum allowable moisture content.

1.2 The Contractor shall dismantle and remove all temporary items when they are no longer needed.

2. EXECUTION

2.1 Wood Moisture Content: Wood members remaining in place shall be dried to a maximum moisture content of 19%. Spot checks performed by an independent third party testing agency secured and compensated by the Contractor shall be performed at a rate of 1 test per 100 square feet of floor/ceiling area.

2.2 Drying: Provide, operate, and maintain blowers, dehumidifiers, and heaters necessary for the reduction of moisture in all wood members remaining.

3. MEASUREMENT AND PAYMENT

3.1 Achiving the required wood moisture content shall not be measured and paid for separately but shall be considered incidental to the completion of the project.