

 **AIA® Document A101® – 2017****Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 14th day of July in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Pleasant Hill
203 Paul Street
Pleasant Hill, Missouri 64080

and the Contractor:
(Name, legal status, address and other information)

Westport Construction Co.
1006 Clark Street
Clinton, MO 64735

for the following Project:
(Name, location and detailed description)
Police Station Renovation
300 E Commercial Street
Pleasant Hill, Missouri 64080

The Architect:
(Name, legal status, address and other information)
SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement (AIA Document A101 – 2017), Conditions of the Contract (AIA Document A201 – 2017), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, the Notice to Proceed, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Owner's Representative for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the City Administrator, Ms. Shelby Teufel, has the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by Ms. Shelby Teufel on behalf of the Owner and by the Contractor in order to be effective. Ms. Teufel shall have the right and sole discretion to request consideration and authorization of the Modification from the City Council of the City of Pleasant Hill.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a Notice to Proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of

(Paragraphs deleted)

all work related to new construction, associated sitework, site utilities, and bid alternates, and anticipated soil treatment/remediation identified as being included in the Base Bid, within [199] calendar days from issuance of the Notice to Proceed. The Contract Time will not be adjusted for claims of adverse weather; Contractor has anticipated adverse weather in the proposed and accepted Contract Time.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Eighteen Thousand Eight Hundred Dollars (\$ 718,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #01: Furnish and Install New Transaction Window at Lobby 201	\$6,500.00
Alternate #02: Furnish and Install HVLS Fan at Fitness 109	\$12,500.00
Alternate #03: Furnish and Install Chain-link Fencing at East Courtyard Area	\$7,500.00
Alternate #04: Furnish and Install (4) Floor Outlets in Training 122	\$7,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Unforeseen Conditions Allowance	\$25,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Item A – Excavation and haul-off of unsuitable soils and import & compaction of suitable soils	CY	\$30.00
Item B – Removal and haul-off of rippable rock	CY	\$30.00
Item C – Removal and haul-off of non-rippable rock	CY	\$150.00
Item D – Removal and haul-off of trench rock	CY	\$175.00
Item E – Removal and disposal of existing buried concrete man-made structures	CY	\$150.00
Item F – Removal, haul-off, and disposal of unsuitable soils and placement of lean concrete for soil remediation	CY	\$250.00
Item G – Load and haul-off of surplus soils	CY	\$30.00
Item H – Soil import, placement and compaction	CY	\$35.00
Item I – ¾" clean rock placement and compaction	CY	\$60.00
Item J – ¾" minus rock placement and compaction	CY	\$45.00
Item K – 1" clean rock placement and compaction	CY	\$50.00
Item L – 1" minus rock placement and compaction	CY	\$45.00
Item M – 4" clean rock placement and compaction	CY	\$55.00
Item N – 4" minus rock placement and compaction	CY	\$50.00
Item O – Topsoil place ad final grade	CY	\$55.00
Item P – Furnish and installation of sod	SY	\$10.00
Item Q – Epoxy Patching Repair Per Keynote A3 (including Prep)	LF	\$40.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence. If the Contractor fails to achieve Substantial Completion of the Contractor's Work within the period of 199 calendar days from issuance of the Notice to Proceed (as such Contract Time may be adjusted by time extensions otherwise permitted by the Contract Documents), the Contractor shall pay, and the Owner will assess, Liquidated Damages in the amount of \$1,000.00 per day for each calendar day until Substantial Completion of the Contractor's Work is achieved. The Owner may deduct any such Liquidated Damages from any amount due or payable to the Contractor.

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Final Completion: In the event that the Contractor fails to timely complete all punch list items and all requirements necessary to achieve Final Completion of the Contractor's Work within 30 calendar days following Substantial Completion, Contractor shall be responsible to Owner for any actual damages that the Owner incurs due to such delay with regard to additional costs the Owner expends to its Architect and/or Owner's Representative until Final Completion of the Contractor's Work is achieved. The Owner may deduct any such damages from amounts otherwise due the Contractor at Final Completion.

If the Contractor shall neglect, refuse, or fail to submit all of the project submittals within ninety (90) calendar days from issuance of the Notice to Proceed, Contractor shall pay the Owner the stipulated sum of Five Hundred Dollars (\$500.00) for each day beyond such deadline.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15 day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and supported by the following documentation:
 - a) proof of stored materials, photographs of the material clearly labeled as "Property of City of Pleasant Hill";
 - b) certificate of insurance for facility where materials are stored, with indication of coverage for the stored materials;
 - c) copies of itemized invoices for the materials from the vendor/supplier

- d) Bill of Sale;
 - e) Bailment Agreement.
- .3 and that portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

Retainage shall be invoiced and paid upon Final Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

Retainage shall be invoiced and paid upon Final Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1

Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums and authorized deductions, shall be made by the Owner to the Contractor thirty (30) days after all of the following conditions have been satisfied:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 The Contractor has completed all Punch List items to the satisfaction of the Owner's Representative, Architect and Owner;
- .3 a final Certificate for Payment has been issued by the Architect;
- .4 The Contractor has delivered all closeout Documentation required under the Contractor Documents, which include
 - i. one original final release of claims from Contractor (AIA G706 and G706A);
 - ii. operation and maintenance instructions/manuals;
 - iii. marked-up as-built drawings;
 - iv. standard and extended warranties from every subcontractor;
 - v. list of names, addresses and telephone numbers for all subcontractors and others providing guarantees and warranties;
 - vi. one original of final certified payrolls from Contractor and all lower tiered subcontractors;
 - vii. original affidavit of compliance with prevailing wage laws from Contractor and all lower tiered subcontractors;
 - viii. Testing and balancing reports, reviewed and approved by the Architect;
 - ix. any other closeout documents reasonably required by the Owner;
- .5 the Contractor can provide proof that surveyed utility as-builts required by project documents have been accepted by all authorities having jurisdiction within the construction site;
- .6 the applicable governmental authorities have released to the Owner any escrows or deposits held for the restoration of the site, for stormwater or water quality measures, or for other Work that falls under this Contractor's scope;
- .7 the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project; and
- .8 The Contractor has provided proof of continuing insurance as required by the Contract Documents.
- .

(Paragraphs deleted)

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Dispute Resolution

The

(Paragraphs deleted)

Contract Documents shall be governed by the laws of the State of Missouri. Jurisdiction and venue for any claim or cause of action arising under the Contract Documents shall be exclusively in the Circuit Court of Cass County, Missouri or the Federal District Court for the Western District of Missouri, as may be appropriate. Unless otherwise agreed to by the Parties, all claims shall be resolved by litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Scott Vilas
Navigate Building Solutions
6400 W. 110th Street, Suite 200
Overland Park, KS 66221
scott@navigatebuildingsolutions.com
832-535-7204

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

John Hunter
Westport Construction Co.
1006 Clark Street
Clinton, MO 64735
westport@wccmo.com
660-890-4925

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in the Contract Documents and Exhibit A, Insurance and Bonds and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§8.7.1 Tax Exemption: The Owner is a tax-exempt entity. Pursuant to 114.062, RSMo., the Owner intends to issue the Contractor a sales tax exemption certificate for use when purchasing construction materials for the Work described in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner, its officials, employees, agents, and consultants in relation to any claims or demands related to the use of the sales tax exemption certificate. If the sales tax exemption for construction materials is used illegally or improperly, the Contractor shall be solely responsible for any payments that would have been due to vendors or sellers due but for the use of the sales tax exemption, plus any applicable interest, fines, or fees. The Contractor shall provide to the Owner copies of receipts utilizing the sales tax exemption certificate when requesting payment for exempt purchases.

§8.7.2 Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for Work under the Contract Documents, shall be paid to all workers performing work

under the Contract Documents. The Contractor will forfeit a penalty to the Owner of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any Work done under the Contract Documents by the Contractor or by any subcontractor.

§8.7.3 OSHA Safety Training: The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The training must be completed sixty (60) days prior to the date Work commences. The Contractor will forfeit a penalty to the Owner of \$2500 plus an additional \$100 for each employee by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of 292.675, RSMo., has occurred and that a penalty will be assessed, the Owner shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under the Contract Documents. Contractors and subcontractors performing Work for the Owner shall comply with all applicable OSHA laws, rules, and regulations. All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to persons or property within and around the construction site.

§8.7.4 Certified Payroll: The Contractor and each Subcontractor shall submit, monthly, certified payroll for each week from the start of their Work through the completion of their Work. Refer to Missouri Department of Labor – Contractor Check-off List and Instructions Sheet for Contractor Payroll Records.

§8.7.5 Permits: Owner shall waive any fees associated with the building permit and fire permit. Contractor shall pick up the building and fire permits. Contractor shall obtain and pay for all other permits, licenses and approvals as applicable to the Contractor's Work.

§8.7.6 Equal Employment Opportunity:

- A. During performance of the Contract Documents, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take positive action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the requirements of these nondiscrimination provisions.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's equal opportunity commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of the Contract Documents or with any of such rules, regulations, or orders, the Contract Documents may be canceled, terminated, or suspended in whole or in part.
 5. The Contractor will include all of clauses 1 through 4 inclusive in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
- B. Exemptions to the above Equal Opportunity Conditions are construction contracts and subcontracts not exceeding \$10,000.
- C. Certification of Nonsegregated Facilities - Bidders are cautioned as follows: By signing this bid or offer, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder to agree to the Certification of Nonsegregated Facilities will render his bid or offer non-responsive to the terms of solicitations involving award of contracts exceeding

\$10,000.

§8.7.8 Anti-Discrimination Against Israel Act. Contractor hereby represents, warrants and certifies that Contractor, its subcontractors, and any of the employees of either are not currently engaged in, and shall not for the duration of the Contract engage in, a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the State of Israel; or, persons or entities doing business in the State of Israel. This certification shall be interpreted consistent and in conformity with the Missouri Anti-Discrimination Against Israel Act, 34.600, RSMo..

§8.7.9 Missouri Domestic Products Procurement Act: Pursuant to 34.350 to 34.359, RSMo., any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States.

§8.7.10 Consequential Damages: Contractor waives all claims for consequential damages against the Owner and Owner's Representative arising out of the Contract Documents and/or the performance of the Owner's obligations thereunder.

§8.7.11 Missouri Immigration Law Affidavit: Pursuant to 285.530, RSMo., the Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to the employees who work in connection with the Work. The Contractor shall also affirm by sworn affidavit that it will not employ any person who is an unauthorized alien in connection with the Work. Any subcontractors who perform Work at a value over \$5000 shall comply with this provision.

§8.7.12. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the Work described in the Contract Documents whether such laws, rules, or regulations are specifically mentioned in the Contract Documents. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor and Notice to Proceed
- .2 Exhibit A: Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Exhibit B: Bid Proposal Form and Bid Bond
(Paragraphs deleted)
- .5 Exhibit C: Supplemental Bid Information Form
(Table deleted)
- .6 Exhibit D: Bid Scope of Work
(Table deleted)
- .7 Exhibit E: Change Order Calculations
(Table deleted)
- .8 Exhibit F: Contract Document Log (Drawings, Specifications and Front Ends)
- .9 Exhibit G: Wage Order

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

(Row deleted)

OWNER *(Signature)*

Shelby Teufel, City Administrator
City of Pleasant Hill

(Printed name and title)
(Paragraphs deleted)

CONTRACTOR *(Signature)*

John Hunter, Vice President
Westport Construction Co.

(Printed name and title)



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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Police Station Renovation
300 E Commercial Street
Pleasant Hill, Missouri 64080

THE OWNER:

(Name, legal status and address)

City of Pleasant Hill
203 Paul Street
Pleasant Hill, Missouri 64080

THE ARCHITECT:

(Name, legal status and address)

SFS Architecture
2100 Central Street, Suite 31
Kansas City, Missouri 64108

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ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.



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The Owner's Representative for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the City Administrator, Ms. Shelby Teufel, has the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by Ms. Shelby Teufel on behalf of the Owner and by the Contractor in order to be effective. Ms. Teufel shall have the right and sole discretion to request consideration and authorization of the Modification from the City Council of the City of Pleasant

Hill. ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement (AIA Document A101 – 2017) between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (this AIA Document A201 – 2017), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, the Notice to Proceed, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. All Modifications must be in writing and signed by both Parties to be effective.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8

Reserved.

§ 1.1.9 Float

Float is a measurement of time indicating how late any activity or group of activities in a schedule can be completed without impacting the critical path and the scheduled end date of the Project. Float belongs to the

Project and is not for exclusive use of the Contractor and is not intended to be used for non-excused delays identified in 8.3.1.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 In the event of discrepancies or conflicts among or between the Contract Documents or observable conditions exist, the Contractor shall request an interpretation in writing from the Owner and Architect before proceeding with the Work. If the Contractor fails to request such interpretation from the Architect, it is presumed that the more stringent, better quality or higher quality requirement is included in the Work. The Contractor shall be responsible for the cost and installation of such requirement at no additional cost to the Owner. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for correctness of such measurements. Any difference which may be found shall be submitted to the Architect for interpretation before proceeding with the Work as a condition precedent to any claim for an increase in the Contract Sum. If conflict among various provisions of the Contract Documents is found, and the quality or stringency of the conflicts are not in question, the terms shall be interpreted in the following order of priority:

.1 Modifications to the Contract Documents

.2 The Contract Documents, priority provided to these Conditions of the Contract, with the Agreement following.

Specifications shall control over Drawings, and details in drawings shall control over large-scale drawings.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The drawings, specifications, and other Instruments of Service are owned by the Owner. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright

notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner except where context provides otherwise.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. In lieu of correcting defective Work, the Owner may in its discretion decide to accept such defective Work and backcharge the Contractor a reasonable amount equivalent to what it would cost to replace the defective Work.

§ 2.6 Architect's and Owner's Representative Compensation for Services to Remedy Defective Work

When the Architect's and Owner's Representative's additional services are required because of defective work, neglect, failure, deficiencies, or default by the Contractor, the Contractor shall be responsible to the Owner for the cost of such additional services.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed in the State of Missouri. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract Documents. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. All Work shall be completed by the Contractor with the ordinary and reasonable degree of care required of a prudent construction professional under the circumstances.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, by the Owner's Representative, or by tests, inspections or approvals required or performed by persons or entities other

than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner's Representative any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner's Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner's Representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner's Representative may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or Owner's Representative issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations.

§ 3.2.5 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or City Code or law violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, and does not provide prompt written notice to the Owner, the Architect, and Owner's Representative and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter against the Owner, Architect, or Owner's Representative are specifically waived by the Contractor.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, Architect, and Owner's Representative and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect and Owner's Representative shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect or Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Owner reserves the right to request a Modification to the Contract Documents in relation to the proposed alternative prior to the Contractor's performance of the Work by alternative means.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect and Owner's Representative in accordance with Section 3.12.8 or ordered by the Architect or Owner's Representative in accordance with Section 7.4, the Contractor may make substitutions with the prior written consent of the Owner, after evaluation by the Architect and Owner's Representative and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall utilize the Owner's sales tax exemption certificate in accordance with Section 9.8.1 of the Agreement.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities with jurisdiction over the Work, the Contractor shall be responsible for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner, Owner's Representative, and the Architect before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect will promptly investigate

such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, the Owner's Representative, and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, the Owner's Representative, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

Reserved.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner, Owner's Representative, and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect or Owner's Representative may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect or Owner's Representative to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's, Owner's Representative's, Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract

Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project and shall be agreed to in writing by the Contractor and the Owner.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect and Owner's Representative's approval. The Architect and Owner's Representative's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner's Representative, reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect and Owner's Representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect and Owner's Representative, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect and if necessary, the Owner's Representative. The Contractor must correct at its cost, and without any adjustment to Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the

Work, including but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities with jurisdiction over the site, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from

and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Owner's Representative, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 The Contractor shall indemnify and hold harmless the Owner and Owner's officials and consultants, Owner's Representative, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. In no event shall the Owner be liable to the Contractor for special, indirect, or consequential damages.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect does not have authority to approve Modifications or to authorize costs in excess of the costs described in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner and Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Owner's Representative (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. Such Certificates for Payment shall not bind the Owner to paying the amounts provided in the Certificates for Payment.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner, Owner's Representative, and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Any rights, remedies, and redress against the Owner in the subcontract shall not exceed those provided in the Contract

Documents. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and Owner's Representative of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect and Owner's Representative of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit change proposals covering a contemplated Change Order within ten (10) work days after the request of the Owner, Architect or Owner's Representative or within ten (10) work days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time. Any proposed adjustment must include detailed documentation, including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, and additional bond cost. Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety. See Exhibit E, entitled Change Order Calculations which shall govern and apply to Change Orders. All Change Orders shall be agreed to in writing and executed by the Owner, Architect, and Contractor and shall be made prior to the Contractor performing the Work described in the Change Order. The Owner shall not be responsible for any costs incurred by the Contractor in relation to a Change Order that has not been approved by the Owner or that has been provided to the Owner after the Work described in the Change Order was performed by the Contractor.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or

Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Owner's Representative shall be kept informed and will consult with the Architect throughout the process described in Section 7.3. The Contractor shall not rely upon a Construction Change Directive that is not signed and approved by the Owner. The Owner shall not be responsible for any costs incurred by the Contractor in relation to a Construction Change Directive that has not been approved by the Owner.

§ 7.3.2 A Construction Change Directive may be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

The Architect's determination of costs under this Section shall not bind the Owner until the Owner agrees to such costs in writing, mutually executed by the Owner and Contractor.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a written, mutually executed Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly commence the Work prior to the effective date of insurance required to be furnished by the Contractor.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 If at any time during the course of the Work, the Owner reasonably determines that the Contractor has fallen behind the Construction Schedule, the Owner may upon written notice to the Contractor, require the Contractor to recover the schedule by any means appropriate (including but not limited to the provision of extra shifts and/or overtime and/or adjustments to the schedule). Within five days of the Contractor's receipt of such written notice, the Contractor shall provide the Owner with a written recovery plan and shall commence recovery efforts.

§ 8.2.5 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated work or achieve the required percentage of completion, as applicable, with any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.6 The Contractor must maintain at the Site, available to the Owner, Owner's Representative, and Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity on the Construction Schedule.

§ 8.2.7 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.8 The Owner reserves the right to issue written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. Contractor must substantiate any costs associated with such Owner directive.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The sole remedy for delays other than those which are caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law) will be non-compensable time extensions for completion of the Work.

§ 8.3.1.1 Tariffs: It is expressly agreed that in establishing the Contract Sum, the Contractor has given consideration to the risks associated with tariffs, including the possibility that tariffs may be newly enacted after execution of the Contract Documents, and/or that existing tariffs may change after execution of the Contract Documents. Contractor expressly accepts all risks associated with new or changing tariffs, and agrees that it will make no claim against the Owner related in any way to new or changing tariffs.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract

Documents, subject to annual appropriation by the City Council of the City of Pleasant Hill. The Contractor expressly agrees that the Owner shall not be responsible for costs incurred by the Contractor or any subcontractors or vendors unless the costs are agreed to in writing executed by the applicable parties prior to the performance of the Work attributed to such costs. The Contractor shall not rely on any agreements to pay costs made by any person or entity other than the City Council of the City of Pleasant Hill.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner's Representative before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and Owner's Representative. This schedule, unless objected to by the Architect or Owner's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and Owner's Representative and supported by such data to substantiate its accuracy as the Architect and Construction Manager may require, and unless objected to by the Architect or Owner's Representative, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect or Owner's Representative require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner and Owner's Representative a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner and Owner's Representative a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Architect's issuance of a Certificate of Payment shall not bind the Owner to paying the amounts provided in the Certificate of Payment and the Contractor shall not rely on such issuance as agreement that the Owner will pay such amounts.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part in accordance with 8.960 – 8.962, RSMo., to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor, Owner's Representative, and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been certified by the Architect, and the Owner fails to make payment within sixty (60) days of Architect's certification, the Contractor may upon ten (10) days' written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and the remaining outstanding work is considered minor. The Project will not be considered complete before, at a minimum, all authorities having jurisdictions have given written approval for the Owner to occupy the premises.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and if Owner desires, Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Owner's Representative. In such case, the Contractor shall then submit a request for another inspection by the Architect and/or Owner's Representative to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate..

§ 9.8.6 Unless otherwise provided in the Certificate for Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within thirty (30) days after the Date of Substantial Completion.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, Owner's Representative, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and if desired by Owner, Owner's Representative, will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Architect's issuance of a Certificate of Payment shall not bind the Owner to paying the amounts provided in the Certificate of Payment and the Contractor shall not rely on such issuance as agreement that the Owner will pay such amounts.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner may, subject to the discretion of the City Council of the City of Pleasant Hill, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities having jurisdiction over the Project, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 7 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Owner's Representative, and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in Exhibit A to the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's Representative, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The procurement of such insurance shall not and shall not be construed to waive the Owner's sovereign immunity, or any defense or immunity available to the Owner, the Owner's officials, employees, agents, and consultants. The Certificate of Insurance shall state that the insurance procured shall not and shall not be construed to waive the City of Pleasant Hill's sovereign immunity, or any defense or immunity available to The City of Pleasant Hill, or the City of Pleasant Hill's officials, employees, agents, and consultants. All of the provisions of the Contract Documents are subject to the terms of Missouri Sovereign Immunity as set forth in 537.610, RSMo.

§ 11.1.2 The Contractor shall furnish a Performance Bond, a Maintenance Bond, and a Labor and Materials Payment Bond with surety approved by the Owner and on the forms approved by the Owner. Each bond shall be in the total amount of the Contract Documents conditioned upon the full and faithful performance of all major terms and conditions of the Contract Documents, the guarantee and warranty of the Work performed pursuant to the Contract Documents for two (2) years from Final Completion, and payment of all labor and material suppliers utilized in the Work. It is further mutually agreed that if, at any time after the execution of the Contract Documents and the surety bond(s) hereto attached for its performance, maintenance, or payment of labor and material suppliers, the Owner 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 Owner 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 Owner. In such

event no further payment to the Contractor shall be deemed to be due under the Contract Documents until such new or additional security for 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.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor may receive an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby,

shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within thirty (30) days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Jurisdiction

The Contract shall be governed by the laws of the State of Missouri. Jurisdiction and venue for any claim or cause of action arising under the Contract Documents shall be exclusively in the Circuit Court of Cass County, Missouri or the Federal District Court for the Western District of Missouri, as may be appropriate.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Owner's Representative, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction over the Project. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract Documents if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1; or
- .4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract Documents if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing

portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract Documents and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract Documents and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract Documents if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor seven days' notice, terminate the Contract Documents and may:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts; and/or
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, Owner shall pay the Contractor any unpaid sums due to the Contractor for the Contractor's performed Work. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination for convenience shall include the nonappropriation of funds to pay the Contractor for the

Work.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed up to the day of termination..

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. This Article 15 does not preclude a party from seeking dispute resolution through a court of competent jurisdiction.

§ 15.1.2 Time Limits on Claims

The Contractor shall commence all Claims and causes of action against the Owner and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the Contract Documents and within the period specified by applicable law, but in any case not more than 1 year after the date of Substantial Completion of the Work. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Architect and Owner's Representative. Claims by either party under this Section 15.1.3.1 shall be initiated within 10 calendar days after the occurrence of the event giving rise to such Claim or within 10 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time may be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15 and subject to the requirements of Modifications to the Contract Documents. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, Contractor shall not perform the Work that is subject to the Claim without the prior written and signed approval of the Owner. Contractor shall not receive payment for any increase in the Contract Sum without the Owner's prior written and signed approval.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to court resolution of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may request mediation without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any suggested change in the Contract Sum or Contract Time or both.



Exhibit A
Insurance and Bonds

EXHIBIT A, INSURANCE AND BONDS

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL PERFORM WORK ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A++ or higher:

- A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$3,488,710 each accident for bodily injury, \$3,488,710 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.
- B. Commercial General Liability Insurance. Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
 - (1) Premises and Operations
 - (2) Products and Completed Operations
 - (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
 - (4) Personal Injury Liability and Advertising Injury Liability
 - (5) Professional Liability
 - (6) Errors and Omissions

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$3,448,710 All Claims Arising out of a Single Occurrence (Combined Single Limit for Bodily Injury and Property Damage)

\$517,306 Single Accident or Occurrence
\$3,448,710 Aggregate for Products/Completed Operations
\$3,448,710 Personal Injury/Advertising Injury
\$3,448,710 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees and NAVIGATE shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and to the Owner's Representative and a copy of the endorsements confirming coverage should accompany the insurance certificate. The procurement of such insurance shall not and shall not be construed to waive the Owner's sovereign immunity, or any defense or immunity available to the Owner, the Owner's officials, employees, agents, and consultants. The Certificate of Insurance shall state that the insurance procured shall not and shall not be construed to waive the City of Pleasant Hill's sovereign immunity, or any defense or immunity available to The City of Pleasant Hill, or the City of Pleasant Hill's officials, employees, agents, and consultants.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$3,448,710 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate. The procurement of such insurance shall not and shall not be construed to waive the Owner's sovereign immunity, or any defense or immunity available to the Owner, the Owner's officials, employees, agents, and consultants. The Certificate of Insurance shall state that the insurance procured shall not and shall not be construed to waive the City of Pleasant Hill's sovereign immunity, or any defense or immunity available to The City of Pleasant Hill, or the City of Pleasant Hill's officials, employees, agents, and consultants.

- E. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$10,000,000 per occurrence/\$10,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all requirements of those policies stated above. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$10,000,000 per occurrence/\$10,000,000 aggregate. For subcontractors, the limits referenced in this paragraph can be \$4,000,000 in lieu of \$10,000,000.
- F. Waiver of Subrogation The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- G. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance. Failure to maintain the insurance required herein may result in termination of the Contract Documents at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- H. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- I. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types specified herein. Limits of such coverage may be reduced to **\$2,000,000**. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added. The procurement of such insurance shall not

and shall not be construed to waive the Owner's sovereign immunity, or any defense or immunity available to the Owner, the Owner's officials, employees, agents, and consultants. The Certificate of Insurance shall state that the insurance procured shall not and shall not be construed to waive the City of Pleasant Hill's sovereign immunity, or any defense or immunity available to The City of Pleasant Hill, or the City of Pleasant Hill's officials, employees, agents, and consultants.

- J. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.
- K. Builders Risk Insurance – Contractor shall provide “All-Risk” Builder’s Risk Insurance policy. Contractor shall pay the deductible(s).
- L. Professional Liability – Contractor shall maintain Project Specific Professional Liability insurance, including contractual liability insurance against the liability assumed by Contractor in contractually agreeing to perform design services, and including coverage for any professional liability caused by any of the Contractor’s consultants. Contractor shall maintain at least the limits of liability in a company satisfactory to the Owner as follows: \$3,448,710 for all claims arising out of a single occurrence, \$517,306 for any one occurrence. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all contracted services rendered by the Contractor. Said insurance shall be continued in effect with an extended period of five years following final payment to Contractor. Such insurance may be maintained on a claims made basis. Contractor shall provide Owner with a certificate of insurance evidencing such coverage, and such other proof of such insurance as the Owner may reasonably request.

Exhibit B
Bid Proposal Form and Bid Bond

Exhibit B

SECTION 00 4100 BID FORM

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

The OWNER reserves the right to accept and proceed with one or multiple of the proposed bid packages.

Below is a contact for the BIDDER submitting this bid, who will be responsible for any questions that may arise during bid review and who may also be contacted to discuss the acceptance or rejection of this bid:

BIDDER Company Name	Westport Construction Co.
BIDDER Contact Person Name	John Hunter, VP
Address	1006 Clark St.
City/State/Zip	Clinton, MO 64735
Phone Number	660-885-2231
Email Address	westport@wccmo.com
Fax Number	

BIDDER accepts all of the terms and conditions of the "Notice to Bidders" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid security.

Bidding and Contract Requirements

STIPULATED SUM BID FORM

Name of Project: **Pleasant Hill Prop P2: Police Station Renovation**

Date: 6/25/25

Proposal from: Westport Construction Co.

(Hereinafter called Bidder), a corporation organized and existing under the laws of the state of Missouri, ~~a partnership, or an individual doing business~~ as _____ (cross out inapplicable).

TO: ATTN: Shelby Teufel, City Administrator
City of Pleasant Hill, Missouri
203 Paul Street
Pleasant Hill, MO 64080

The Bidder, in compliance with the Invitation for Bid for the project and having carefully examined the Bidding Documents as set forth in the Project Manual, which documents are made a part hereof, as well as the site and all conditions surrounding and affecting the work, agrees to furnish all labor, materials, and supplies necessary to perform all the work in accordance with said documents and within the time and at the prices stated below.

BASE BID

City of Pleasant Hill – Police Station Renovation			
ITEM NO.	ITEM DESCRIPTION	QUANTITY	SUB-TOTAL
A	Police Station Renovation	1	646,312-
B	Unforeseen Conditions Allowance	1	\$25,000.00
C	Performance & Payment Bond	1	13,488-
D	Total Bid	1	684,800-

Furnish all labor, tools, equipment, and material required to perform all work indicated for the City of Pleasant Hill, as defined in the Bid Documents for the TOTAL LUMP SUM AMOUNT of (as the total of Items A, B, & C in above table):

Six hundred eighty four thousand eight hundred Dollars

\$ 684,800-

ALTERNATE - ALTERNATE #1: FURNISH AND INSTALL NEW TRANSACTION WINDOW AT LOBBY 201**ADD** / DEDUCT (circle one)Six thousand five hundred Dollars\$ 6,500-**ALTERNATE - ALTERNATE #2: FURNISH AND INSTALL HVLS FAN AT FITNESS 109****ADD** / DEDUCT (circle one)Twelve thousand five hundred Dollars\$ 12,500-**ALTERNATE - ALTERNATE #3: FURNISH AND INSTALL CHAINLINK FENCING AT EAST COURTYARD AREA****ADD** / DEDUCT (circle one)Seven thousand five hundred Dollars\$ 7,500-**ALTERNATE - ALTERNATE #: FURNISH AND INSTALL (4) FLOOR OUTLETS IN TRAINING 122****ADD** / DEDUCT (circle one)Seven thousand five hundred Dollars\$ 7,500-

REFERENCES – To be submitted at the time of bid.

Bids will not be accepted if references are not provided at the time of bid. Bidder shall provide at least three references of similar projects.

Company: ROBERT ROLLINGS ARCHITECTS
Address: 208 S. LAMINE, SEDALIA MO 65301
Contact Person: KEVIN WADE OR ROBERT ROLLINGS
Telephone: 660-829-9751
Email: KEVIN@ROLLINGSARCHITECTS.COM
Type of service provided: G.C. FOR VARIOUS PROJECTS
Dates/year(s) service was provided: OVER 10 YEARS

Company: STATE OF MISSOURI
Address: 301 W. HIGH ST, JEFFERSON CITY MO 65102
Contact Person: JOHN GENTES- CURRENT PROJECT
Telephone: 573-526-5768
Email: JOHN.GENTES@OA.MO.GOV
Type of service provided: CURRENT: GC ON NEW COLUMBARIUM AT HIGGINSVILLE VETERANS CEMETERY
Dates/year(s) service was provided: 2025 FOR CURRENT, ALTHOUGH WE HAVE COMPLETED MANY JOBS FOR THE STATE OF MISSOURI OVER THE YEARS.

Company: CITY OF CLINTON
Address: 105 E. OHIO, CLINTON MO 64735
Contact Person: CHRISTI MAGI
Telephone: 660-885-6121
Email: CMAGI@CITYOFCLINTONMO.COM
Type of service provided: MOST RECENT- NEW AIRPORT TERMINAL BUILDING
Dates/year(s) service was provided: COMPLETED 2025

A complete list of our projects for the last 7 years is available upon request, with or without an AIA Qualification Statement.

TIME

Board approval and issuance of conditional Notice to Proceed is anticipated to be on July 15, 2025. BIDDER hereby states that the time required to perform all work indicated in the BID DOCUMENTS (and any accepted alternates) and work necessary to complete the project per the project milestone schedule listed in the scope of work is acceptable. Liquidated Damages shall be assessed for delays to Substantial Completion and are further described in the bidding and contract requirements.

PROJECT SUBSTANTIAL COMPLETION – Pleasant Hill Police Station Renovation

The substantial completion date as listed in the Summary of Work are as follows:

- Police Station Renovation: **January 30, 2026**

Contractor to list alternate completion dates below, if different from those listed in the Scope of Work. The proposed durations below will be used as key criteria along with other information on the Bid Form and Statement of Qualifications to select and award a contractor. The proposed completion dates will be incorporated into the Contract between the Owner and Contractor.

- Proposed Alternate Substantial Completion Date: _____

- Add or Deduct from Base Price if Alternate Completion Date Accepted

ADD / DEDUCT (circle one)

_____ Dollars

\$ _____

Reason for Alternative Completion Date: _____

BID DOCUMENTS

A. Bidder acknowledges receipt of the following Appendixes & Addenda:

- | | | | |
|----|-----------------------------|-------|----------------|
| 1. | Drawings and Specifications | | |
| 2. | Addenda | | |
| a. | Addenda No. <u>1</u> | Dated | <u>6/17/25</u> |
| b. | Addenda No. <u>2</u> | Dated | <u>6/20/25</u> |
| c. | Addenda No. _____ | Dated | _____ |
| d. | Addenda No. _____ | Dated | _____ |

e. Addenda No. _____

Dated _____

MISCELLANEOUS BID REQUIREMENTS

- A. The undersigned understands that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time and date for receiving bids.
- B. The undersigned understands that the Owner reserves the right to reject any or all bids or subcontractors.
- C. The undersigned further agrees to indemnify and save the Owner from and against all losses, judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the undersigned, his agents, subcontractors, or employees in the execution of the work or in guarding the same.
- D. The undersigned hereby declares that this Stipulated Sum Bid is based solely upon the materials and equipment described in the bidding documents (including Addenda), and that no substitutions are contemplated.
- E. The Bidder declares that he/she has had an opportunity to examine the site of the work and he/she has examined the bidding Documents therefore, and that he/she has carefully prepared his Bid upon the basis thereof and that he/she has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and his figures therefor, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this bid.
- F. See next page for signatures.

IF A CORPORATION

Westport Construction Co
Name of Corporation


Signature of Officer

John Hunter, VP
Name and Title of Officer

Incorporated under the laws of the State of Missouri (Print)

Licensed to do business in Missouri? (Check one) ☒ Yes ☐ No

Address for Communications 1006 Clark St

Clinton MO 64735

(Seal if bid is by a corporation.)



IF A PARTNERSHIP State name and address of all partners:

Name of Partnership

Signature of Authorized Partner

IF INDIVIDUAL

Name of Firm (if any)

Address for Communications

Signature of Individual

Name of Individual (Print)

IF BIDDING AS A JOINT VENTURE (List all parties.)



CITY OF PLEASANT HILL
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) COVER PAGE

RFP NO: 07-25

TITLE: Prop P2: Police Station Renovation

Schedule & Deadlines:

June 4, 2025	Release Date
June 12, 2025 at 2:00 PM	Pre-Bid Meeting (Meet at 300 E. Commercial St. Pleasant Hill, MO 64080)
June 18, 2025, 12:00 PM	Deadline for Submitting Questions
June 20 2025 5:00 PM	Deadline to post Addendum
June 25, 2025 at 2:00 PM	Deadline to Submit Bid

RFP responses must be received no later than "Deadline to Submit Bid"

June 25, 2025 at 2:00 PM

Shelby Teufel, City Administrator

Scott Vilas, Owner Representative

Phone: 832-535-7204

Email: scott@navigatebuildingsolutions.com

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions.
Print the LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

BID SUBMISSION CHECKLIST

- ☒ I have reviewed the solicitation schedule and deadlines, located on the RFP cover page
- ☒ I have read ALL Terms and Conditions and Proposal documents closely

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A BID
USE THESE FORMS ONLY

- ☒ Solicitation Cover page
- ☒ I have one original and one copy that are labeled accordingly
- ☒ Certification regarding Israel completed (pages 7 & 8)
- ☒ Affidavit for Work Authorization is completed and Notarized (page 9 & 10)
- ☒ Current, signed W-9 is included in solicitation packet (page 11)
- ☒ Completed Vendor Information Form (page 12)
- ☒ Envelope is sealed and label attached (page 13)

Purpose of Request:

The purpose of this Request for Proposals is to obtain bids for: City of Pleasant Hill, Police Station Renovation. Please download a set of the specifications and plans using the links below.

Plans and Specifications

Documents will be available by visiting the City website.

<https://www.pleasanthill.com/bids.aspx?categoryid=0&id=20466&catid=523>

Alternates

1. **Alternate #01: Furnish and Install New Transaction Window at Lobby 201**
2. **Alternate #02: Furnish and Install HVLS Fan at Fitness 109**
3. **Alternate #03: Furnish and Install Chain-link Fencing and Gate at East Courtyard Area**
4. **Alternate #04: Furnish and Install (4) Floor Outlets in Training 122**

Voluntary alternates must be pre-approved by the owner in writing before RFP responses are submitted. Please submit any voluntary alternates to the Owner for consideration prior to the deadline for questions.

Bid Submission

Two (2) hard copies of responses to this RFP are due no later than 2:00 PM on June 25, 2025 to:

Pleasant Hill City Hall
Attn: Shelby Teufel
203 Paul Street
Pleasant Hill, MO 64080

It is the responsibility of the firm to ensure the proposals are received prior to the deadline. Proposals received after the above date and time will not be considered.

Police Station Renovation

The City of Pleasant Hill, Missouri Government is requesting bids from renovation of the City's existing Police Department facility, located at 300 E. Commercial Street, Pleasant Hill, Missouri 64080.

General Requirements

Federal Work Authorization Program and Proof of Lawful Presence

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful respondent shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.

- E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify

Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services (Included below).

Anti-Discrimination Against Israel

Section 34.600, RSMo., requires the City to ensure that contractors are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Successful bidders, with a contract over \$100,000 or employing more than 10 employees, will be required to execute a sworn affidavit affirming these facts before entering into a contract.

City Business License Requirement

Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Pleasant Hill pursuant to Chapter 10 of the City Code.

Local Preference

Respondents are informed that the purchasing policy for the City of Pleasant Hill includes a local products preference policy for goods and services up to \$10,000. This policy allows the City to give priority to local providers of goods and services of equal quality up to 10% of an established low price. A full copy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and also for labor will be made in accordance with that policy. Furthermore, successful respondents will be required to abide by the City's policy in completing the Work.

Insurance Requirements

Bidders are informed that the successful respondent(s) will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured . Refer to Project Manual section 00 60 00C – AIA Exhibit A: Insurance and Bonds for all insurance requirements and amounts.

Reservation of Rights

The City reserves the right to accept or reject any or all submittals, to waive any technicalities in the submission process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Pleasant Hill, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City is under no obligation to contract with any firm submitting a response.

The City reserves the right to request a change in any proposed sub-consultants, if applicable.

Errors and Omissions by the City

No respondent shall be permitted to use to his or her advantage any error or omission in this Request for Proposal or related specifications.

Preparation of Submission

The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.

Interpretation of Specifications or other Contract Documents Prior to Bid

If any person contemplating submission of a bid for items contained in this Request for Proposal is in doubt regarding the true meaning of any part of the Request for Proposal documents, he or she may submit clarification request to Dirk Henke, Architect, SFS Architecture, an e-mail at dhenke@sfsarch.com, requesting an interpretation or correction of the RFP documents not later than 12:00PM on June 18th, 2025 . Any interpretation or correction to the RFP documents will be made by the City by addendum and will be posted to city website (<https://www.pleasanthill.com/bids.aspx?categoryid=0&id=20466&catid=523>) not less than three (3) days prior to bid opening.

Payment

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 8.960 and 8.962, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Sections 8.960 and 8.962, RSMo, and in accord with the contract awarded as a result of this Request for Qualifications. Final payments will be made in accordance with Sections 8.960 and 8.962, RSMo.

CERTIFICATION REGARDING ISRAEL

1. Contractor hereby certifies in writing to the City of Pleasant Hill as follows (for purposes of this certification, Contractor shall be referred to as Company):

That Company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. As used in this certification, the following terms and phrases shall be defined as follows:

(a) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a

boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion; and

(b) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

In Witness Whereof, the foregoing certification is entered into as of 25 JUNE, 2025.

Contractor/Company: WESTPORT CONSTRUCTION CO

By:  _____

Authorized Party

Bid Documents
06/04/2025

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now JOHN HUNTER (Name of Business Entity Authorized Representative)
as VICE PRESIDENT (Position/Title)

first being duly sworn on my oath, affirm WESTPORT CONSTRUCTION CO (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to PLEASANT HILL POLICE STATION RENOVATION (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that WESTPORT CONSTRUCTION CO (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to PLEASANT HILL POLICE STATION RENOVATION (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

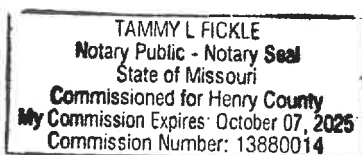
John Hunter JOHN HUNTER
Authorized Representative's Signature Printed Name

VICE PRESIDENT 6/25/25
Title Date

Subscribed and sworn to before me this 25 of JUNE, 2025. I am
Day Month, Year

Commissioned as a notary public within the County of HENRY, State of
MISSOURI and my commission expires on Date Oct 07, 2025

Tammy L Fickle 6/25/25
Signature of Notary Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that WESTPORT CONSTRUCTION CO (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

JOHN HUNTER

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

WESTPORT CONSTRUCTION CO

Business Entity Name

6/25/25

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- o Enroll and participate in the E-Verify Federal Work Authorization Program
(Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218
Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- o Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, sub grantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, sub grantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, sub grantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



Company ID Number: 220755

Approved by:

Employer Westport Construction Co.	
Name (Please Type or Print) John R Hunter	Title
Signature Electronically Signed	Date 06/12/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/12/2009

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) WESTPORT CONSTRUCTION CO	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 1006 CLARK ST City, state, and ZIP code CLINTON MO 64735 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number									
4	4	-	0	6	5	5	0	6	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 8/30/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

VENDOR “POC” Point of Contact
Following award of contract

Company Name WESTPORT CONSTRUCTION CO

Mailing Address 1006 CLARK ST
CLINTON MO 64735

Phone number 660-885-2231

Contact Name JOHN HUNTER

Contact Name Title VICE PRESIDENT, PROJECT MANAGER

Email Address WESTPORT@WCCMO.COM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Westport Construction Co., Inc.
1006 Clark Street
Clinton, MO 64735

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Pleasant Hill, MO
203 Paul Street
Pleasant Hill, MO 64080

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Prop P2 Police Station Renovation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

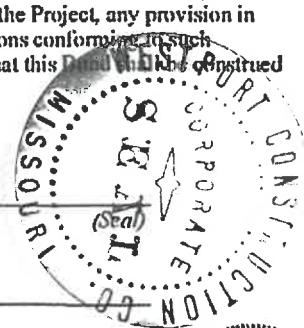
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of June, 2025.


(Witness)

Westport Construction Co., Inc.
(Principal)

By: 
(Title)




(Witness) Janae Turner

Western Surety Company
(Surety)

By: 
(Title) Tessa R. Turner Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tessa R. Turner, Individually

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Westport Construction Co., Inc.
Obligee: City of Pleasant Hill, MO

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of June, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.westernsurety.com > Owners / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Exhibit C
Supplemental Bid Information
Form

Exhibit C

SECTION 00 4101

SUPPLEMENTAL BID INFORMATION

This Supplemental Bid Information must be completed and received in its entirety no later than 24 hours following the bid opening. The completed Supplemental Bid information is required to be submitted **via email by 2:00pm on June 26, 2025.** Supplemental bid form to be emailed to:

Shelby Teufel, shelbyt@pleasanthill.com Please do not contact Shelby for any other purpose.

Scott Vilas, scott@navigatebuildingsolutions.com

Lindsay Tatro, ltatro@sfsarch.com

Name of Project: City of Pleasant Hill Prop P2: Police Station Renovation

Date: 6/26/25

Contractor: Westport Construction Co

COST BREAKOUT for Base Bid:

Bidder shall provide the breakout of costs for the following divisions of work that are **included** in the Base Bid.

Divisions 1-14 Scopes of Work

Four Hundred Sixty One Thousand DOLLARS (\$ 461,000.00).

Division 22 Scope of Work (Plumbing)

Eighty Eight Thousand Seven Hundred. DOLLARS (\$ 88,700.00).

Division 23, 25 Scope of Work (HVAC, Temperature Controls, Testing & Balancing)

HVAC is included in Plumbing Scope DOLLARS (\$ n/a).

Division 26, 27, 28 Scope of Work (Electrical, Low Voltage)

Thirty Two Thousand DOLLARS (\$ 32,000.00).

Divisions 31, 32, 33 Scopes of Work (Sitework and Site Utilities)

One Hundred Three Thousand One Hundred DOLLARS (\$ 103,100.00).

Total Base bid= \$684,800.00

Bid Documents

LIST OF PROPOSED SUBCONTRACTORS

Please list the two subcontractors in each category that the referenced Bidder is considering for subcontract award for materials, services, supplies, specialty contractors, etc. below. Also indicate if your firm has previously worked with the listed Subcontractor. Where not applicable for this Bid Package, please indicate "N/A." If you do not plan to use subcontractors, indicate below and return this form with your bid.

Scope of Work	Proposed Subcontractors	Have you worked with them previously?
Earthwork / Clearing	1. Westport- self 2.	
Site Utilities	1. Bellante 2.	yes
Railings	1. Mueller Machine Works 2.	yes
Landscaping/ Irrigation	1. Briggs Traditional 2.	no
Footings/ Foundations	1. Westport- Self 2.	
Masonry	1. Westport- Self 2.	
Sheet Metal	1. Westport- Self 2.	
Framing	1. Westport- Self 2.	
Glazing	1. Midwest Glass & Glazing 2.	yes
Concrete Flatwork	1. Westport- Self 2.	
Rough Carpentry	1. Westport- Self 2.	

Bid Documents

Caulking/Joint Sealants	1. Westport- Self 2.	
Crack Repair	1. Thorne & Son 2. Asphalt Sealcoating	Yes Yes
Doors, Frames, Hardware	1. H&G Schultz 2. Walsh Door	yes yes
Flooring	1. Interior Surfaces 2. Flooring Systems Inc	yes yes
Casework	1. Above & Beyond 2.	no
Plumbing	1. Pro Mechanical 2.	yes
HVAC	1. Pro Mechanical 2.	yes
Electrical / Low Voltage	1. KelTech 2. Teague Electric	yes no

UNIT PRICES for Police Station Renovation

Unit Price Description	Unit	Price Per Unit \$
Item A – Excavation and haul-off of unsuitable soils and import & compaction of suitable soils	CY	\$30.00
Item B – Removal and haul-off of rippable rock	CY	\$30.00
Item C – Removal and haul-off of non-rippable rock	CY	\$150.00
Item D – Removal and haul-off of trench rock	CY	\$175.00
Item E – Removal and disposal of existing buried concrete man-made structures.	CY	\$150.00
Item F – Removal, haul-off, and disposal of unsuitable soils and placement of lean concrete for soil remediation	CY	\$250.00

Item G – Load and haul-off of surplus soils	CY	\$30.00
Item H – Soil import, placement and compaction	CY	\$35.00
Item I – ¾” clean rock placement and compaction	CY	\$60.00
Item J – ¾” minus rock placement and compaction	CY	\$45.00
Item K – 1” clean rock placement and compaction	CY	\$50.00
Item L – 1” minus rock placement and compaction	CY	\$45.00
Item M – 4” clean rock placement and compaction	CY	\$55.00
Item N – 4” minus rock placement and compaction	CY	\$50.00
Item O – Topsoil place ad final grade	CY	\$55.00
Item P – Furnish and installation of sod	SY	\$10.00
Item R – Epoxy Patching Repair Per Keynote A3 (including Prep)	LF	\$40.00

SFS / 241242

Pleasant Hill, Missouri
Police Station Renovation

Submitted By:

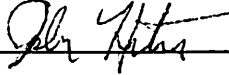
Bidder: Westport Construction Co

Address: 1006 Clark St

Clinton, MO 64735

Business Telephone: 660-885-2231 Fax: _____

Typed/Printed Name: John Hunter

Authorized Signature: 

Title: VICE PRESIDENT

Date: 6/26/25



END: SUPPLEMENTAL BID INFORMATION

Exhibit D
Bid Scope of Work

Exhibit D

SECTION 00 3101 GENERAL CONTRACTOR SCOPE OF WORK

The Owner's Representative (OR) referred to below is Navigate Building Solutions, LLC. The Owner referred to below is the **CITY OF PLEASANT HILL**. The Contractor referred to below is the General Contractor. This bid package includes, but is not limited to, the following:

1. Scope shall include all work outlined by the project documents (plans, specifications, and calculation) issued by SFS Architecture on the following dates:
 - a. Plans & Specifications: June 4, 2025
 - b. The scope of work includes the renovation to the City's Police Station by SFS Architecture and their sub-consultants.
2. This contractor shall include in the base bid price an unforeseen conditions allowance of \$25,000. Allowance shall include all overhead, profit, and fees as is allowed for Change Orders in contract Exhibit D, Modification/Explanation of Change Order Fee. Unit prices provided on the Supplemental Bid Information Form shall be used where applicable to work paid from the Allowance. Any savings to this allowance shall be reconciled via a deductive Change Order which shall include the associated overhead, profit, and fees. This allowance may only be used at the sole discretion of the OR and Owner. This allowance may not be used to address the effects of weather conditions. Allowance to be included in base bid.
3. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.
4. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the Master Project Schedule below. Contractor shall reference the Owner-Contractor Agreement included in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
5. Upon execution of this contract, this contractor must submit to the OR a detailed critical path (CPM) baseline construction schedule outlining each construction activity and phase. This schedule must fall within the Master Project Schedule outlined below and be submitted no later than twenty-one (21) days following execution of the contract. Contractor is required to provide updated (CPM) schedules at a minimum on a monthly basis with each pay application. Contractor's detailed activity schedule/critical path schedule shall adhere to the Master Project Schedule and shall provide for expeditious and practicable execution of the Work. Should the Contractor fall behind schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the OR within 5 days of request by the OR.

Master Project Schedule Milestone Dates:

1. Issue Request for Bids	June 4, 2025
2. Pre-Bid Meeting	June 12, 2025 at 2:00 PM
3. Bid RFIs Due	June 18, 2025 at 12:00 PM
4. Last Bid Addenda Issued (if necessary)	June 20, 2025 at 5:00 PM
5. Receipt of Bids	June 25, 2025 at 2:00 PM
6. Supplemental Bid Information Due	June 26, 2025 at 2:00 PM
7. Final Council Approval	July 14, 2025
8. Anticipated Notice to Proceed / Mobilization (Day 1)	July 15, 2025
9. Groundbreaking	Date TBD by Owner
10. Submittals Submitted for Review	90 days following Notice to Proceed
11. General Contractor Internal Pre-Punch	January 16, 2026
12. Substantial Completion Date	January 30, 2026
13. Project Final Completion	March 1, 2026

6. Contractor accepts all risks associated with adverse weather. No time extensions will be granted related to claims of adverse weather. No claims for extra costs will be granted related to adverse weather and/or taking action to deal with adverse weather and/or the effects of adverse weather. All provisions in the Agreement otherwise respecting weather are superseded by this provision, and are of no force and effect.
7. Any claims for delay to critical path activities shall be submitted to the Construction Manager within 24 hours of occurrence, identifying the event and the impacted critical path activity. The Construction Manager will review to determine if the claim will be considered a valid delay. Each day claimed shall be tracked on a log for review at the bi-weekly Owner meetings.
8. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the Master Project Schedule and the accepted contractual project duration. Contractor shall meet the requirements of the Master Project Schedule.
9. The contractor shall obtain permits and inspections as required by AHJ. This city will waive fees associated with permit procurement.
10. Provide all supervision, labor, tools, equipment and materials to complete the work.
11. Perform all freight, unloading, loading, distribution and hoisting of materials for this scope of work.
12. Contractor shall be allowed to utilize an office adjacent to Training 122 (128, 129, 127, or 126) as a job office during construction. Contractor is responsible for relocating office as required to complete scope of work outlined in Contract Documents.

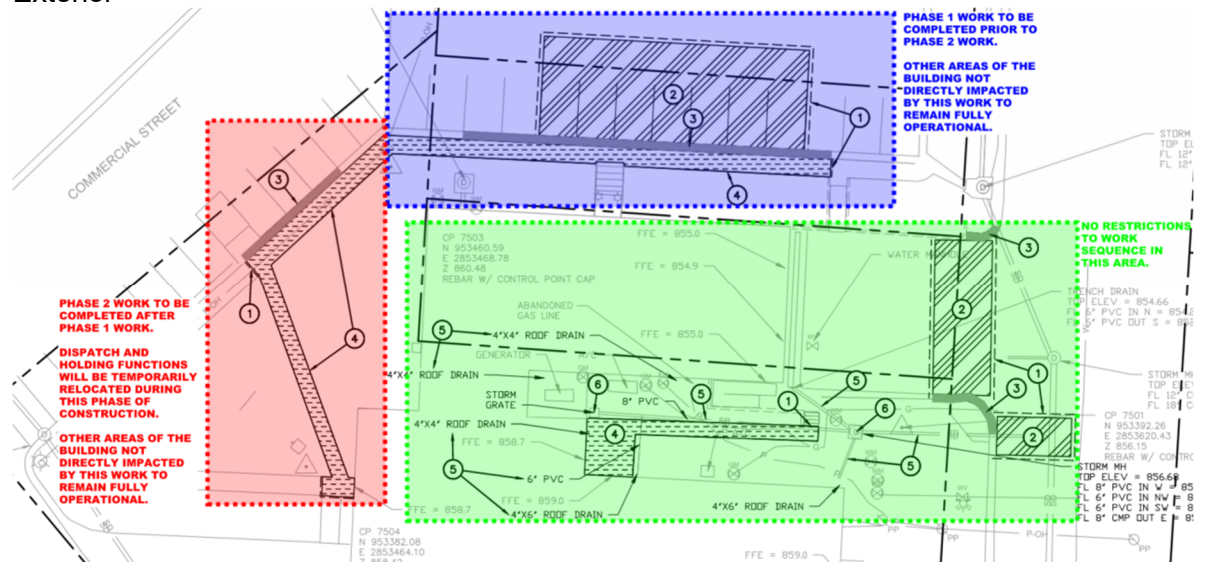
13. Perform all work in accordance with OSHA standards (including OSHA 10-hour requirement). This Contractor is responsible for OSHA required safety railings (installation, maintenance and removal) including appropriate OSHA approved system for roof edge protection for all trades. Contractor shall maintain copies of all SDS sheets onsite at the job office.
14. Provide ladders for all contractors to access the roof as required to complete project scope.
15. Coordinate all work with the Owner's representative.
16. Bi-weekly meetings at the jobsite will be held with the Owner Representative. The work of this contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work. The Contractor's Project Manager and Foreman/Superintendent must be present at these meetings. The Owner's Representative shall keep minutes of these meetings. Any disputes of any information covered in the minutes shall be communicated in writing within 48 hours from issuance of the minutes.
17. Weekly meetings at the jobsite MUST be held with this contractor and its subcontractor's Foreman/Project Managers to coordinate installation of all systems. All subcontractors with ongoing work or mobilizing in the next (4) weeks must be in attendance at weekly subcontractor coordination meetings. The Owner, Architect and the OR shall be invited to all of these meetings and will attend at their discretion. This contractor shall keep minutes of these meetings and forward to the OR for review weekly.
18. General Contractor and its HVAC, Plumbing, Fire Protection and Electrical subcontractors will be expected to coordinate rough-in work prior to installation, including the creation of drawing overlays to identify and address interferences prior to installation as needed.
19. This Contractor shall provide all survey/layout required to complete the work.
20. Review all drawings and specifications and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work.
21. General Contractor will install, maintain, and remove all SWPPP scope of work. Contractor will provide all SWPPP reports per MDNR standards. Provide SWPPP reports to the OR on a weekly basis and immediately following each rain event.
22. This Contractor is responsible for locating all public and private utilities.
23. Provide street cleaning to remove dirt, mud, and debris generated by the project site as needed to maintain a clean surface at existing drives, parking lots and public roads.
24. Take note of nearest water source and the schedule for water line installation; if no water is available on site, provide alternate means for tire wash down of trucks prior to leaving the site.
25. Protect adjacent properties and utilities as required during the execution of this work. Provide shoring or underpinning as required for safe excavations to meet OSHA requirements and to protect adjacent streets, sidewalks, utilities and existing structure(s). If this requires engineered shoring systems, this Contractor will provide as needed for this scope of work.
26. This Contractor to cleanup all rubbish and debris from site and building on a daily basis. This includes off-site disposal of all rubbish and debris along with excess spoils, unsuitable materials,

excess materials such as concrete, sand and masonry materials. Trucks or dumpsters to haul off material by this Contractor.

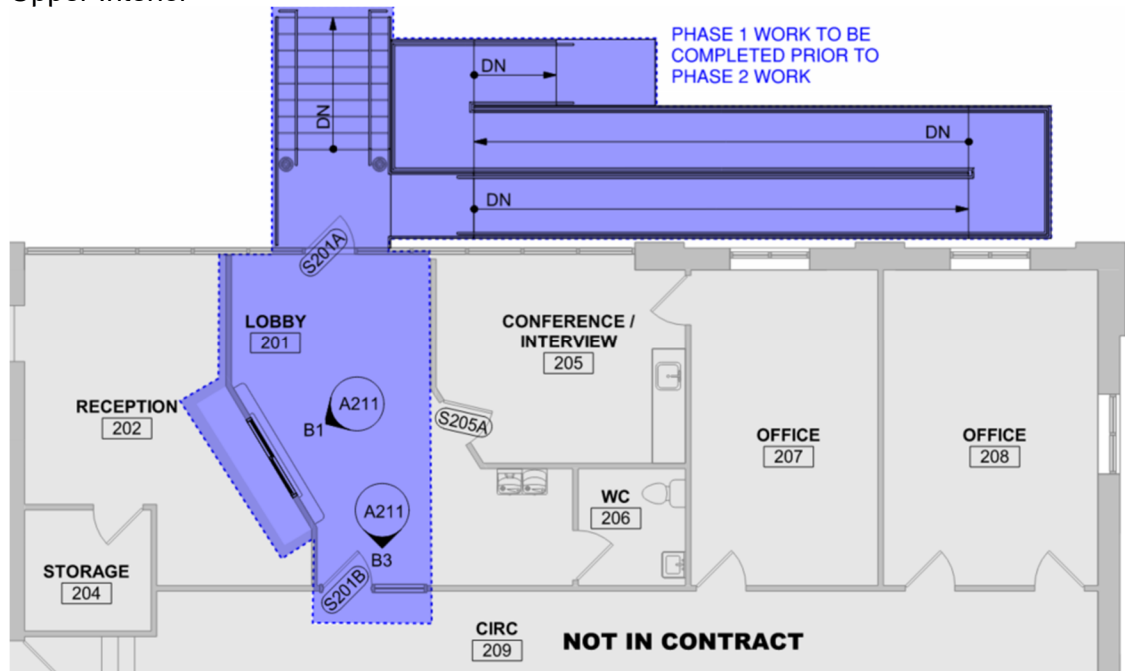
27. This Contractor shall furnish all dumpsters for the entire project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris.
28. This contractor to broom clean all floors at least once a week to ensure housekeeping stays up to par.
29. This Contractor shall provide a heavy construction cleaning prior to punch list creation so all surfaces can be observed by the design team. Clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.
30. Provide final cleaning of all renovated areas of building and site prior to occupancy.
31. Contractor will provide temporary construction toilets for the project for all Contractors, visitors, etc.
32. Contractor will provide ice, cups and distribute drinking water as needed for workers performing this scope of work.
33. This Contractor and all subcontractors will be responsible to review all specifications and drawings.
34. The Owner, Architect, and OR will be very stringent on the quality of exposed concrete floors during punch list. It is ultimately in this Contractor's scope of work to protect all finish products through education, signage, and temporary protection. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs where the exposed concrete finishes are scheduled. Any rubber-tired traffic shall be kept at a minimum and shall be protected with drop cloths.
35. Plan concrete floor pours such that a single pour covers any continuous area of architecturally exposed concrete, stained concrete or polished concrete floors.
36. No lignite to be allowed in any interior or exterior flatwork concrete.
37. Contractor to furnish first aid and safety supplies as needed for this scope of work.
38. Contractor is solely responsible for site/project safety for this scope of work.
39. Contractor to maintain Site Specific Safety Plan which shall be completed and kept in their job trailer at all times.
40. Provide fire stop systems as required for the installation of this scope of work.
41. Include wall blocking as needed for ALL wall-mounted elements.

42. Contractor to provide and maintain weather protection for material and work as required by the project schedule. Contractor to also provide any cold or hot weather measures for weather sensitive materials like concrete, masonry, roofing materials, air/vapor barrier, etc. This shall include but is not limited to tenting and heating for masonry installation. Delays will not be awarded for construction activities impacted by hot/cold temperatures. If wet site conditions are hindering the progress onsite and access for trades, this Contractor shall provide temporary rock access to those areas to maintain the project schedule.
43. Include water pumping and dewatering necessary to proceed with work being performed under this bid package.
44. This Contractor to supply, install, maintain, move and remove temporary site fence with gates.
45. Contractor is responsible for any coordination of staging or relocation for materials for this scope of work after initial unloading.
46. Contractor to coordinate all deliveries of materials with Owner Representative's and/or Owner personnel.
47. No tobacco use is allowed on the project including chewing tobacco, e-cigarettes or smokeless cigarettes.
48. Full-time onsite superintendent is required when any Work is taking place. Contractors shall consider the size and complexity of this project when determining the balance of the project's project management staff. Contractor shall assign staff as needed to maintain project progress and oversight. Contractor shall assign project manager/engineer/superintendent to the project with relative similar industry and project-type experience, availability, and workload capacity.
49. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the OR and Architect for review on a bi-weekly basis. See Contract Agreement for submittal timelines as required by phase.
50. The Project Milestone Dates identify when all submittals shall be submitted for review. This milestone does not relieve the Contractor of completing select submittals sooner, as needed to meet the overall project schedule for installation of the work.
51. Contractor shall prioritize submittals in order of importance with critical path and long lead times taking priority.
52. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the OR and Architect for review on a bi-weekly basis. Log to include:
 - a. RFI number
 - b. Topic of RFI
 - c. Date submitted
 - d. Date requested response by
 - e. Date returned
 - f. Status- Open or Closed

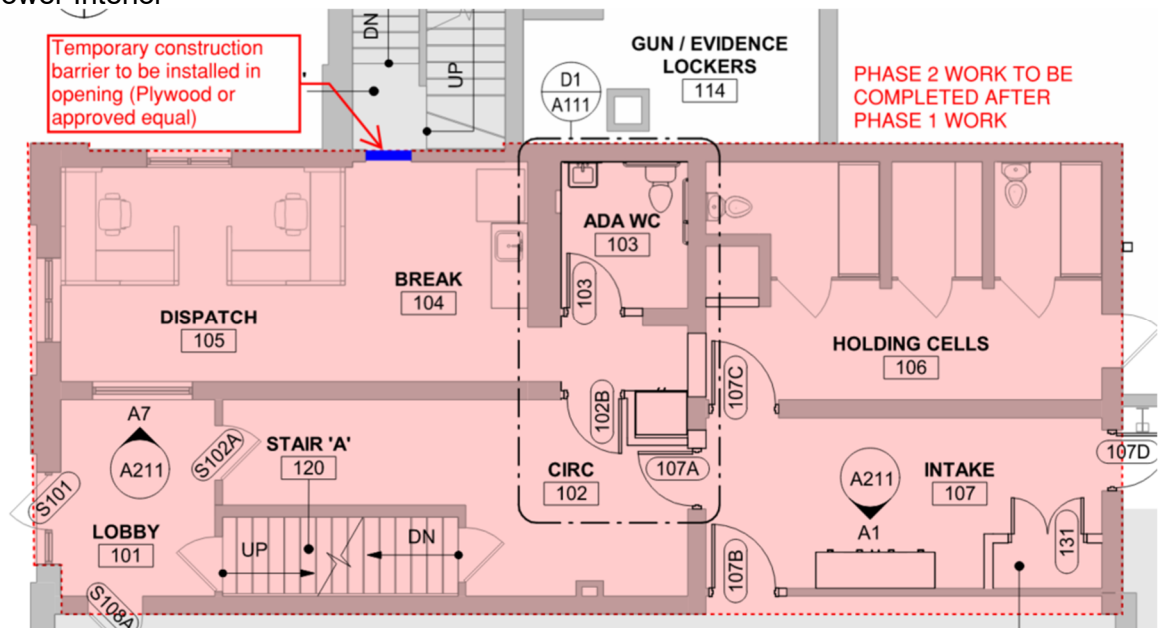
- a. Exterior



b. Upper Interior



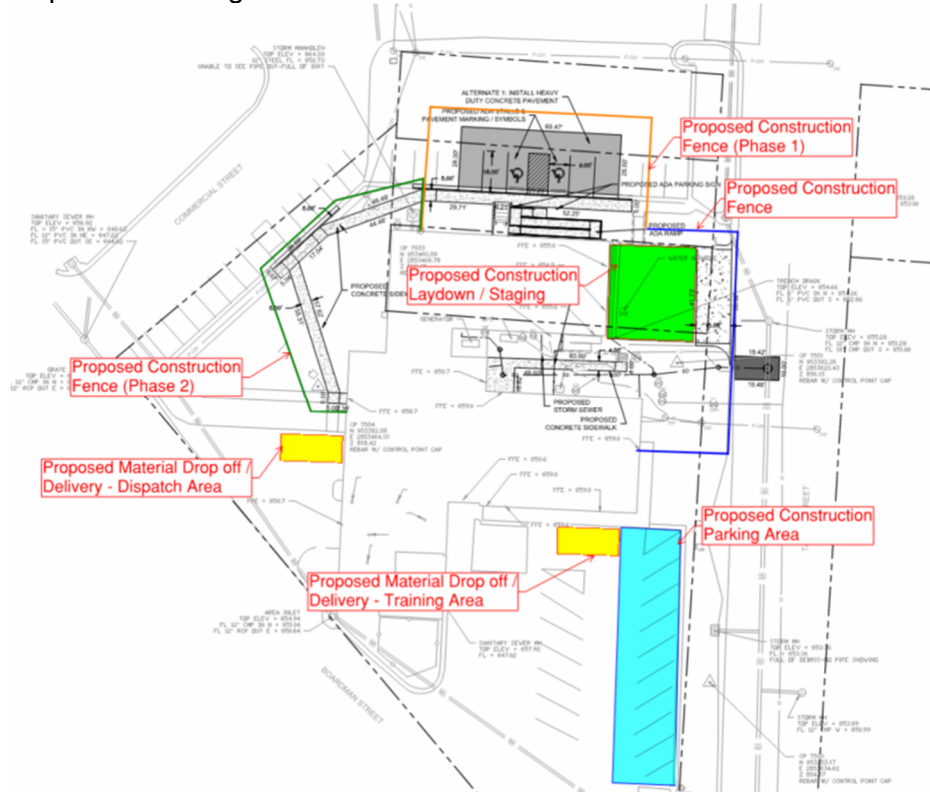
c. Lower Interior



57. Temporary construction barrier to be installed at Break 104 to separate work area from public spaces. Barrier to be plywood or approved equal.
58. Contractor shall provide a minimum of (21) days notice for requesting turnover of phase 2 area for construction to allow the Owner to relocate dispatch and intake processing equipment in work area. Notice shall be provided in writing and sent to OR.

59. Immediately upon award, this Contractor shall submit a Site Logistics Plan for review. The Owner, OR, Contractor, and Architect will meet to review and discuss site logistics and finalize an agreed upon plan of action for construction parking, office/storage containers, temporary toilets, temporary site fence, etc.

a. Proposed Site Logistics Plan



60. This Contractor shall submit photo documentation of the existing conditions of renovation areas for the record prior to starting work.
61. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
62. This Contractor shall organize and arrange for pre-installation meetings for this scope of work for all major scopes of work with the subcontractors and manufacturers prior to commencement of those activities and invite the Owner, Architect, and OR to all pre-installation meetings (must give at least 2 weeks notice of meetings). This contractor shall keep minutes of those meetings and forward to the OR and Architect for review.
63. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. These reports must be emailed to the OR daily, within 24 hours of work performance, utilizing an Apple iPad app called Construction Superintendent.

64. Provide photographs of all below slab, in slab, and in-wall rough in prior to cover-up. Organize photos electronically and label with location on corresponding floor plan. Submit 'rough in photograph' package at the end of the project. OR may ask for progress photos during project as needed for reference or coordination.
65. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents. These training sessions shall be recorded professionally by a videographer, including lapel mics for person providing the training, etc. A DVD or flash drive including copies of each training session (organized as individual Chapters) shall be provided as part of the closeout documents.
66. This Contractor must populate a closeout log and submit to the OR and Architect for review to verify that all required items have been included. Once approved, this log will be used to track required closeout items prior to final payment. This contractor is highly encouraged to submit O&M requirements as soon as possible in advance of final acceptance to help eliminate delay in payment.
67. This Contractor is responsible for any temporary heating/cooling, humidifying/dehumidifying as needed to maintain the project schedule and as needed prior to starting the permanent HVAC equipment. Use of the new HVAC system will not be allowed during construction. Contractor also responsible for any extended warranties needed to provide the Owner with the required contractual warranty durations. Contractor shall also protect all supply and returns on existing ductwork during construction with temporary filter media.
68. The Contractor shall be permitted to utilize onsite utility services for gas, electric, sewer, and water provided by Owner during the course of construction.
69. Clean all HVAC coils and replace all filters with new filters at the time of building turnover to the Owner.
70. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at Substantial Completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format.
71. As-built Surveys will be required by this Contractor at the Completion of the Project, including for Site Utilities, rain gardens, detention basins, etc. to submit to Utility company/department or City/County for final approval. A portion of retainage will be held until all surveyed as-builts have been submitted and accepted by the utility company and authorities having jurisdiction.
72. Contractor is required to hold their alternate pricing that was included in the bid form for (2) months after the bid date, unless noted otherwise in the alternate description. Contractor will notify OR when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the master project schedule.
73. The Master Project Milestone Dates include all work proposed in the Bid Alternates. No time extensions will be granted for accepted Alternates.

74. Unit prices provided on the Bid Form and incorporated into the contract shall apply to the condition described in the unit price, regardless of which subcontractor performs the work or when the work is being performed.
75. Construction work shall only be allowed during hours of 7:00 AM – 4:30 PM. If the Contractor opts to work outside of those hours, they must contact the OR/Owner to obtain permission no less than 24 hours in advance.
76. During the warranty period of the project, this Contractor shall document, maintain and update a Warranty Log of all warranty items, weekly, to be shared with the Client and Owner Representative.
77. Builder's Risk to be carried by Contractor and shall be included in base bid.
78. Contractor is required to maintain access to the work as needed to maintain schedule.
79. No change orders will be issued for material cost increases or impacts of tariffs that occur during the project.
80. This Contractor shall provide an opportunity for a ground-breaking ceremony. General Contractor to provide a twelve-inch high mound of loose dirt, three feet wide and forty feet long to be removed after ceremony.
81. If this contractor chooses to backfill foundation walls prior to that time which is approved/allowed by the structural engineer, this Contractor is responsible for designing, installing, rental (and eventual removal) of all temporary shoring of foundation walls prior to backfill.
82. Provide housekeeping pads.
83. Proof roll subgrade prior to placing base rock for any paving or drive-line activities.
84. Provide all signage shown on plans and indicated in specifications.
85. No change orders will be awarded for additional forming or additional concrete in overexcavated footings.
86. All areas must be left at the end of each day so that there is no standing water. Grade temporary swales to drain site, if necessary, to achieve this requirement.
87. Strip topsoil, stockpile, and stabilize until ready for use. Spread topsoil to the depth required by civil drawings and specifications.
88. Pressure test and chlorinate site water lines. Provide test reports to Owner verifying acceptable pressures and chlorination. Coordinate with utility company / fire district and obtain approval from those parties as required.
89. Verify that all plumbing fixtures and bathroom accessories are mounted at ADA height required by AHJ.
90. Include all caulking and sealants for all systems and materials furnished and installed on the bid documents.
91. Provide access panels needed for all work installed under this contract.

92. Contractor must include Professional Liability and errors and omissions insurance for any design-build scopes of work (delegated design) that are required by specifications to designed by a professional engineer. Drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri.
93. Material testing and Special Inspections shall be performed and paid for by the Owner. Contractor will assist and coordinate with the testing and inspection agency to perform required onsite testing work.
94. Contractor will submit to the OR a detailed Schedule of Values for review and approval prior to the submission of the first pay application.
95. The Contractor and all sub-contractors are required to stay within the limits of construction. No equipment, material, vehicles, personnel, etc. are allowed outside the limits of construction.
96. Background checks for workers working or accessing dispatch area only. Vendor delivery drivers will not be required to have background checks. Contractor shall not utilize an employee, including a subcontractor or his employee, on Owner's property who is a registered sex offender or who has an unsatisfactory criminal record. Contractor shall have on file background check for all employees or subcontract employees who will be working on/in project site or buildings. The background check shall consist of report ran with **Missouri State Highway Patrol Criminal Record Check**. Contractor shall not utilize an employee, including a subcontractor or his employee, on Owner's property whose background check reveals a conviction, guilty plea, or plea of nolo contendere for any of the following: 1) any crime involving sexual contact, sexual abuse, or sexual exploitation of a minor in any form; 2) any crime involving abuse or exploitation of a minor in any form; 3) any felony involving the use, sale, or possession of a controlled substance that occurred in the last 10 years; 4) any felony involving the use, sale, or possession of a weapon that occurred in the last 10 years; or, 5) any felony involving assault or other harm to another person that occurred in the last 10 years. Contractor shall provide to Owner an affidavit confirming that Contractor has complied with these requirements prior to commencement of the Work and with each Application for Payment. It shall be the responsibility of the Contractor to ensure all of its employees and its subcontractors' employees are in compliance with Owner's access security requirements. List of employees who have passed the background check for prime Contractors and their subcontractors to be provided to OR before starting work.

Exhibit E
Change Order Calculations

Exhibit E

SECTION 01 2001 CHANGE ORDER CALCULATIONS

The maximum that will be allowed for overhead and profit on changes in work shall be as follows, expressed as a percentage of the basic cost of the change. The allowable percentages for profit or overhead may be less, depending on the nature, extent, or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

To the Contractor and/or its Subcontractor for work performed with their own forces 12%

To the Contractor for work performed by other than its own forces 5%

To the Subcontractor/Supplier for work performed with their own forces 12%

To the Subcontractor/Supplier for work performed by other than its own forces 5%

Not more than above specified percentages for overhead, profit and commission will be allowed to be added to the basic cost, regardless of the number of tiers of Contractors, Subcontractors or Sub-subcontractors.

The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, the Contractor shall provide a detailed breakdown to justify the labor burden. The Owner reserves the right to reject any labor burden which is inconsistent with other similar contractors or where the cost of fringe benefits are in excess of established labor agreements.

Material, equipment, and supply costs shall be quoted at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Said costs shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material, equipment and supply credit, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered.

The percentages allowed for overhead and profit herein shall be deemed to include, and no further addition allowed the Contractor, Subcontractor or Sub-subcontractors for: (1) field and office supervision and administration, including the field superintendent and non-working foremen; (2) general insurance; (3) use or replacement of tools; (4) shop burden; (5) engineering costs; (6) performance (guaranty) and labor/material payment bonds; (7) cost of safety measures (including those imposed by OSHA); (8) permits, unless a new permit type is required; (9) and warranty costs.

Cost changes shall be computed by determining the basic costs enumerated below (as further specified under this Subparagraph), to which the overhead may be added, then the profit figure may be added, and finally adding the sales tax on materials if allowable.

For changes in the Work, the cost shall be determined as provided under this section. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Owner. As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this section.

a) Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid the workmen in accordance with established management labor agreements.

b) Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by

established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.

- c) Quantities of materials, equipment, and supplies, at their actual costs, with unit costs indicated.
- d) The cost of subcontracted work computed in the same way as provided for under this section.
- e) Overhead, profit and commission as set forth herein.
- f) Applicable sales tax on materials, added after the above computations are complete.

Subcontractors (or Sub-subcontractors) shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and the same maximum percentages for overhead and profit. To the Subcontractor's price, the Contractor may add up to a maximum of **five** percent (**5%**). For changes involving work of the Contractor with its own forces and work by a Subcontractor (or Sub-subcontractor), the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figure applied only to the Work the Contractor performs with its own forces.

For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.

For changes resulting in a credit in the basic costs, a reasonable allowance for overhead, profit or commission may be required to be credited to the Owner, as approved by the Owner. In general, no credit for overhead, profit or commission will be required where the net change credit is minor or where the Change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor. In the event of substantial subcontract credits or for Work the Contractor does not provide or perform, a reasonable overhead, profit or commission credit shall be allowed to the Owner, as determined by the Owner.

If anytime, Contractor is directed to proceed in writing by the Owner or Owner's Representative on a Time and Material Not to Exceed basis for a change, the Contractor must notify Owner's Representative when work is beginning, when it is complete and daily tickets must be submitted as backup documentation. Daily tickets to be signed daily and verified by the Contractor's onsite superintendent and submitted daily to the Owner's Representative. Any change order request submitted without these daily signed tickets will be rejected and will not be compensated.

Additional scope that is authorized to be completed on a Time and Material Not to Exceed (T&M NTE) basis on behalf of the Owner, shall be documented as follows:

- a) Contractor shall issue daily tickets identifying hours worked, classification of worker, materials used, internally or externally rented equipment, and subcontractors utilized.
- b) The additional scope should be delineated from the base bid scope.
- c) Hours worked shall be verified by the General Contractor's Superintendent and/or Authorized Owner's Representative and indicated by signature on daily work tickets.
- d) There should be a separate ticket for each day that additional scope of work takes place.
- e) Unit costs, material costs and rental rates will be evaluated accordingly to typical market value.
- f) The contractor is responsible for expending costs with the Owner's best interest in mind.

Exhibit F
Contract Document Log

Exhibit F
Contract Document Log
Pleasant Hill - Police Station Renovation

Discipline	Sheet	Bid Set 06/04/25	Addendum #1 06/17/25	Addendum #2 06/20/25
GENERAL	G001 - COVER	X		
	G002 - CODE SUMMARY	X		
	G003 - PARTITION TYPES AND ADA/MOUNTING HEIGHTS	X		
CIVIL	C100 - GENERAL NOTES	X		
	CD100 - DEMOLITION PLAN	X		
	C101 - SITE DIMENSION PLAN	X	X	
	C200 - GRADING PLAN	X		
	C300 - UTILITY PLAN	X		
	C400 - STORM SEWER DRAINAGE PLAN	X		
	C401 - STORM SEWER PLAN & PROFILE	X		
	C500 - EROSION CONTROL PLAN - PRECONSTRUCTION	X		
	C501 - EROSION CONTROL DETAILS	X		
	C502 - EROSION CONTROL DETAILS	X		
	C503 - EROSION CONTROL DETAILS	X		
	C600 - STANDARD DETAILS	X		
	C601 - STANDARD DETAILS	X		
	C602 - STANDARD DETAILS	X		
	C603 - STANDARD DETAILS	X		
LANDSCAPE	L100 - LANDSCAPE PLAN	X		
STRUCTURAL	S001 - GENERAL NOTES	X		
	S101 - FOUNDATION PLAN AND SECTIONS	X		
ARCHITECTURAL	AD111 - DEMOLITION PLANS - LEVEL 1, 2	X	X	
	AD121 - CEILING DEMOLITION PLAN - LEVEL 1	X		
	A001 - ARCHITECTURAL SITE PLAN AND PROJECT SYMBOLS	X		
	A101 - SITE DETAILS / ADA RAMP	X		
	A111 - FLOOR PLANS - LEVEL 1	X	X	
	A112 - FLOOR PLANS - LEVEL 2 AND BASEMENT	X		
	A131 - CEILING PLAN - LEVEL 1	X		
	A141 - ROOF PLAN / DETAILS	X	X	
	A150 - FINISH LEGEND AND SCHEDULE	X		
	A151 - FINISH PLAN - LEVEL 1	X		
	A161 - FURNITURE PLAN - LEVEL 1	X		
	A211 - INTERIOR ELEVATIONS AND TYP. MOUNTING HEIGHTS	X	X	
	A541 - INTERIOR CASEWORK DETAILS	X		
	A601 - DOOR TYPES AND SCHEDULES	X		
MEP	MEP001 - MEP COVER SHEET	X		
MECHANICAL	M001 - HVAC DEMOLITION PLAN	X		
	M101 - HVAC PLAN	X		
	M201 - MECHANICAL SCHEDULES	X		
	M301 - MECHANICAL DETAILS	X		
PLUMBING	P001 - PLUMBING DEMOLITION PLAN	X		
	P101 - PLUMBING PLAN	X		
	P301 - PLUMBING SCHEDULES	X		
	P401 - PLUMBING DETAILS	X		
ELECTRICAL	E001 - ELECTRICAL DEMOLITION PLAN	X		
	E101 - LIGHTING PLAN	X		
	E201 - POWER PLAN	X	X	
	E301 - ELECTRICAL SCHEDULES	X		
	E401 - ELECTRICAL DETAILS	X		

Exhibit F
Contract Document Log
Pleasant Hill - Police Station Renovation

Discipline	Sheet	Bid Set 06/04/25	Addendum #1 06/17/25	Addendum #2 06/20/25
SPECIFICATIONS				
00 0107	Seals Page	X		
00 0110	Table of Contents	X		
00 0113	Invitation to Bid	X		
00 3101	General Contractor Scope of Work	X	X	
00 3102	Site Logistics Plan	X		
00 3103	Annual Wage Order	X		
00 3104	MO Division of Labor Documents (Annual Wage Order)	X		
00 4100	Bid Form	X		
00 4101	Supplemental Bid Information	X		
00 6000A	AIA A101 Contract	X		
00 6000B	AIA A201 General Conditions	X		
00 600C	AIA Exhibit A: Insurance and Bonds	X		X
01 2001	Change Order Calculations	X		
01 2300	Alternates	X		
02 4100	Demolition	X		
03 0100	Maintenance of Concrete	X		
03 3000	Cast-in-Place Concrete	X		
04 2000	Unit Masonry	X		
05 5213	Pipe and Tube Railings	X		
06 1000	Rough Carpentry	X		
06 4100	Architectural Wood Casework	X		
07 6200	Sheet Metal Flashing and Trim	X		
07 8400	Firestopping	X		
07 9200	Joint Sealants	X		
08 1113	Hollow Metal Doors and Frames	X		
08 1416	Flush Wood Doors	X		
08 5659	Service and Teller Window Units	X		
08 7100	Door Hardware	X	X	
08 8000	Glazing	X		
08 8723	Safety and Security Films	X		
09 0561	Common Work Results for Flooring Preparation	X		
09 2116	Gypsum Board Assemblies	X		
09 3000	Tiling	X		
09 5100	Acoustical Ceilings	X		
09 6500	Resilient Flooring	X		
09 6813	Tile Carpeting	X		
09 9123	Interior Painting	X		
09 9600	High Performance Coatings	X		
10 2800	Toilet, Bath, and Laundry Accessories	X		
10 4400	Fire Protection Specialties	X		
12 2400	Window Shades	X		
12 3600	Countertops	X		
22 0010	Plumbing Provisions	X		
22 0011	Basic Plumbing Materials and Methods	X		
22 0013	Project Coordination	X		
22 0505	Plumbing Demolition	X		
22 0513	Common Motor Requirements for Plumbing Equipment	X		
22 0515	Variable Frequency Controllers	X		
22 0523	Valves	X		
22 0700	Plumbing Insulation	X		
22 1000	Plumbing Piping	X		
22 1119	Domestic Water Piping Specialties	X		
22 1319	Sanitary Waste Piping Specialties	X		
22 1429	Sump Pumps	X		
22 4000	Plumbing Fixtures	X		
23 0011	Basic Mechanical Materials and Methods	X		
23 0013	Project Coordination	X		
23 0505	Mechanical Demolition	X		
23 0513	Common Motor Requirements for HVAC Equipment	X		
23 0514	Motor Control and Equipment Disconnects	X		
23 0515	Variable Frequency Controllers	X		
23 0523	Valves	X		
23 0548	Mechanical Sound and Vibration Control	X		
23 0553	Identification for HVAC Piping and Equipment	X		
23 0593	Testing, Adjusting, and Balancing for HVAC	X		
23 0713	Duct Insulation	X		
23 0719	HVAC Piping Insulation	X		
23 0913	Programmable Thermostats	X		
23 2000	HVAC Piping	X		
23 3113	Metal Ducts	X		
23 3300	Air Duct Accessories	X		
23 3400	HVAC Fans	X		
23 3439	High-Volume, Low-Speed Propeller Fans	X		
23 3713	Diffusers, Registers, and Grilles	X		
23 3750	HVAC Louvers	X		

Exhibit F
Contract Document Log
Pleasant Hill - Police Station Renovation

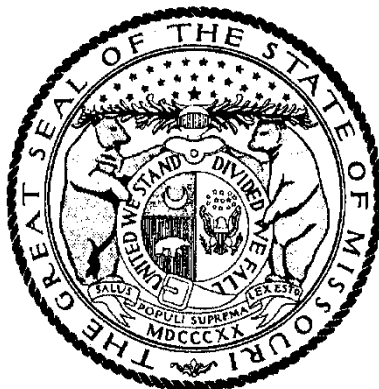
Discipline	Sheet	Bid Set 06/04/25	Addendum #1 06/17/25	Addendum #2 06/20/25
23 8116	Mini Split Systems	X		
23 8127	Split-System Furnaces, Evaporators and Condensing Units	X		
23 8128	Split-System Heat Pumps	X		
26 0011	Basic Electrical Materials and Methods	X		
26 0013	Project Coordination	X		
26 0505	Electrical Demolition	X		

Exhibit G
Wage Order

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 019
CASS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.76
Boilermaker	\$27.07*
Bricklayer-Stone Mason	\$62.58
Carpenter	\$65.51
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$27.07*
Plasterer	
Communication Technician	\$60.00
Electrician (Inside Wireman)	\$70.56
Electrician Outside Lineman	\$27.07*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.07*
Glazier	\$27.07*
Ironworker	\$69.62
Laborer	\$53.58
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.07*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.62
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$27.07*
Plumber	\$79.79
Pipe Fitter	
Roofer	\$60.03
Sheet Metal Worker	\$76.56
Sprinkler Fitter	\$27.07*
Truck Driver	\$27.07*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.07*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.07*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.69
General Laborer	
Skilled Laborer	
Operating Engineer	\$59.65
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$27.07*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.