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<input type="checkbox"/> Contractor	<input type="checkbox"/> Project Manager
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<input type="checkbox"/> City Clerk	



City of Kansas City, Missouri
Convention and Entertainment Facilities
Department
Oscar McGaskey, Director

FACILITIES MAINTENANCE & REPAIR

PROJECT NO. 15-001

**CONVENTION CENTER BARTLE HALL A, B,
D & E ROOFING REPAIR**

BIDDER/ADDRESS

Company	— JR & Company	_____
Contact	— Linn Fredlund	_____
Address	— 1142 Clay	_____
	— North Kansas City, Missouri 64116	_____
	— Ph: 816-797-5279 Fax: 816-746-6453	_____
Phone	— Email: linn@jrroofinginc.com	_____
Fax		_____
Email		_____

Project Manager: Dean Barrett
 Telephone: 816-5147
 Email: Dean.barrett@kcmo.org



FACILITY REPAIR & MAINTENANCE INSTRUCTIONS TO BIDDERS

Project/Contract No. 15-001

Project Title Convention Center Bartle Hall A, B, D, & E Roofing Repair

1. Sealed Bids for **Convention Center Bartle Hall A, B, D, & E Roofing Repair** will be received by the City of Kansas City General Services Department until 2:00 P.M., July 14, 2015 at which time bidding will be closed.

- a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security, if required, shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
- b. All Bids shall be addressed to the Manager of Contract Administration, shall state on the outside of the sealed Bid envelope "Bid Enclosed", title and Project /Contract number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of the City.

2. **Bid Package** The Bid Package ("Bidding Documents") contains the following:

Facility Repair and Maintenance Contract Part I and II

Attachment A – Scope of Services

Section 01 23 00, Alternates (2 pages)

Section 07 54 23, Thermoplastic Polyolefin Roofing dated June 2015 (32 pages)

Design Documents G1 – A2, dated 06-05-15 (6 pages)

Double Russ Peel Stop Details, dated 1/31/15 (26 pages)

Attachment B – Facility Repair & Maintenance Bid Form/Contract

00420 Alternate Bid Form

Attachment C – 01290.01 Application for Payment

01290.02 Schedule of Values

Attachment D – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions

00450 HRD 8: Contractor Utilization Plan/Request for Waiver

00450.01: Letter of Intent to Subcontract

00460 HRD 10: Timetable for MBE/WBE Utilization

00470 HRD 11: Request for Modification or Substitution

00485: HRD Monthly Reporting Instructions

Attachment E - Bonds

00430 Bid Bond

00610 Performance and Maintenance Bond

00615 Payment Bond

Attachment F – 00830 Wage Rate Requirements

Annual Wage Order

County –Jackson Work Type: Building
Division of Labor Standards Rules & Regulations
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment
Attachment G – 00560 Missouri Project Exemption Certificate
00560.01 Kansas City Missouri Tax Exempt Certificate
Attachment H – 00620 Insurance Certificate
Attachment I – 00630 Revenue Clearance Release Authorization
Attachment J – 00515.01 Employee Eligibility Verification Affidavit

3. **Bid Submittal** The following items should be completed and returned to the City with your Bid:

- a. Bid Form including 00420 Alternate Bid Form
- b. Bid Bond
- c. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)
 - (1). Project Manager
 - (2). On-Site Field Superintendent (full-time supervisor(s) knowledgeable and experienced in roofing of similar types and scopes, and able to communicate with owner and workers)
 - (3). QC/QA Manager (third-party technical inspector or technical representative of manufacturer experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification.)
 - (4). Safety Officer
- d. For each of the Key Personnel, provide the following background information.
 - (1). Years of employment with current employer.
 - (2). City of residence.
 - (3). Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project.
 - (4). Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- e. Provide evidence of license to install and experience installing Wind Vented Single Ply Thermoplastic Polyolefin by 2001 Company, Inc. (Licensed or approved in writing by manufacturer to perform work under warranty requirements.)

- f. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project, including full-time protection from water intrusion, etc.
- g. Submit a bid schedule with anticipated milestones for the Project using Primavera Project Planner® or Primavera SureTrak® Project Manager Software.
- h. Submit with the bid an Intent to Warranty (ITW) form completed and signed by Specified Roofing Manufacturer (SRM). ITW shall state Contractor is an Approved Applicator of roofing manufacturer's proposed roof system and SRM's intent to warranty each item listed.
- i. Summary of the Project Safety Plan for the Project.
 - (1). Describe how Bidder proposes to address any unique safety issues for the Project (i.e. protection of workers and protection of public sidewalks/streets below)
 - (2). Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects.
 - (3). Statement of Bidder's Experience Modification Ratio (EMR)
- j. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- k. Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.
- l. Summary of Bidder's Quality Assurance/Quality Control Plan for this project
- m. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- n. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program requirements have been met.
- o. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
- p. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- q. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.
- r. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.

- s. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects
- t. Other

4. **Consideration of Bids** The City will determine the lowest and best Bid. Price will not be the only consideration in that selection process.

- a. The City shall let the contract to the lowest and best bidder; however, the City may reject any or all bids, including, without limitation, all nonconforming, non-responsive, unbalanced or conditional bids and may reject the Bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder.
- b. The City reserves the right to waive irregularities and/or formalities.

5. **Rejection of All Bids** If the City rejects all Bids, the City may re-solicit Bids only from those Bidders that submitted a Bid pursuant to the original Invitation for Bids and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines that the delay from the normal solicitation procedure would not be in the City's best interests.

6. **Bids that Exceed the City Department's Available Funds** A director may negotiate a revised Bid with the apparent lowest and best bidder, including changes in Bid requirements, price, scope or quantity if: (a) the Bid is more than the appropriation or relevant budget item for this project; and (b) it is not in the City's best interests to re-solicit Bids because of time or other circumstances.

7. **Late Bids and Modifications**

- a. Bids and modifications of received after bid opening will not be considered unless: (1) they are sent by a delivery method that guarantees the bid will be delivered prior to the time of bid opening; or (2) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt.
- b. If an emergency, weather or unanticipated event poses an interruption so that bids might not be received at the City office designated for receipt of bids by the exact time specified in the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the City declares normal government operations resume.
- c. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid.

8. **Waiver of Bid Requirements** The City Manager or his/her delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's code of ordinances when it finds failure to grant the waiver would be detrimental to preserving the public health, welfare, safety or essential operations of the City; or the waiver is necessary in order to participate in a purchasing pool or cooperative or a contract derived from a purchasing pool or cooperative; or the good, supply, material, equipment or service is from a sole source; or failure to grant the waiver would result in an increased cost to the City, the requirement is one that would be waived for any bidder or proposer responding to the solicitation, and it is in the

best interest of the City to grant the waiver; or it is otherwise in the best interests of the city for any other reason as determined by the City Council.

9. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the Contracting Officer listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Contracting Officer in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

10. **Affirmative Action** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00 and employs fifty (50) or more persons. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.gov.

11. **Buy American and Missouri Preference Policies** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

12. **Contract Bonding Requirements** The successful Bidder will be required to furnish a Payment Bond and a Performance Bond as security for the faithful performance of the Work and the payment of all bills and obligations arising from the performance of the Contract.

13. **Indemnification** This Contract contains a requirement that the Contractor shall indemnify, defend and hold harmless City and any of its agencies, officials, officers, or employees from and against all Claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of City, its agencies, officials, officers, or employees. This Contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Bidder has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

14. **Bid Security Requirements** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid, the City Treasurer must approve both the financial institution and text of a Letter of Credit. A

Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City.

15. **Forfeiture/Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. If a Bidder fails or refuses to correct such mistake or to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages and the Bidder shall also be subject to debarment and damages.

16. **MBE/WBE Program Requirements** The City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are **thirteen percent (13%)** MBE participation and seven percent (**7%**) WBE participation. The City's HRD Forms and Instructions are incorporated into this Instruction to Bidders and are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS. The MBE/WBE/DBE Directory is available on the City's website at www.kcmo.gov. Please call the Human Relations Department at (816) 513-1836 for assistance.

Successful Bidder shall be required to use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided MBE/WBE Program Reporting System for all applicable personnel and shall require subcontractors/subconsultants to submit same.

17. **Waiver of MBE/WBE/DBE Requirements** The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Bid document or the MBE/WBE/DBE Ordinance and award the Contract to the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.

18. **Prevailing Wage Requirements** The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Prevailing Wage Reporting System for all applicable personnel and shall require subcontractors to submit same.

19. **Workforce Program Requirements** City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women workforce. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

Successful Bidder shall be required to use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Workforce Program Reporting System for all applicable personnel and shall require subcontractors to submit the same.

20. **Mandatory Pre-Bid Conference** The Convention & Entertainment Facilities Department will hold a pre-Bid conference on June 24, 2015, at 2:30PM in the Lobby 2400 Conference

Room, located at Convention Center 301 West 13th Street, Kansas City, Missouri 64105, Parking is available at 16th and Central lot adjacent to south of Bartle Hall. Access to conference room at south doors on Central.

Attendance at the pre-Bid conference is **mandatory** for all Bidders on this Project. For this Project, the City shall not contract with a Bidder who has not attended the entire pre-Bid conference for this Project. On-site Tour will follow mandatory pre-bid meeting.

21. **On Site Inspection** The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety. Secured facilities shall be available for inspection by appointment from 8:00 AM to 4:00 PM each day Monday through Friday (holidays excepted). Bidders may contact the following individual from the Convention & Entertainment Facilities Department for an appointment.

Contact: Dean Barrett

Phone: (816) 513-5147 E-mail: Dean.Barrett@kcmo.org

Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than seven (7) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Dean Barrett, Project Manager
Convention & Entertainment Facilities Dept.
301 West 13th, Suite 100
Kansas City, MO 64105
(816) 513-5147 Phone
(816) 513-2812 Fax
E-mail: dean.barrett@kcmo.org

Jo Lipari, Contract Administrator
General Services Department
414 E. 12th Street, 1st Floor Room 102 West
Kansas City, MO 64106
(816) 513-0803 Phone
(816) 513-2812 Fax
Email: Jo.lipari@kcmo.org



For persons with disabilities needing reasonable accommodations please contact Meg Conger (816-513-6589). If you need to use the Relay Service, please dial 711.

FACILITY REPAIR AND MAINTENANCE CONTRACT
PROJECT/CONTRACT NO. 15-001
CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and JR & Company, Inc. ("Contractor").

City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract. The work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director. The work shall be completed within 90 calendar days thereafter. The Director is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the 00410 Bid Form/Contract – Acceptance of Bid executed by the City. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor shall submit application for payment using form 01290.01 Application for Payment and 01290.02 Schedule of Values included in **Attachment C**.
- C. No request for payment will be processed unless it is accompanied by form 01290.02 Schedule of Values included in **Attachment C**.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless it is accompanied by 01290.02 Schedule of Values.
- F. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- G. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 MBE/WBE Monthly Utilization Report submitted to the City's Human Relations Department.
- H. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report submitted to the City's Human Relations Department. City

is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

KC Convention and Entertainment Facilities Department

Contact: Dean Barrett, Deputy Director

Address: 301 W. 13th, Suite 100, Kansas City, MO 64105

Phone: (816)-513-5147 Facsimile: (816)-513-5148

E-mail address: Dean.Barrett@kcmo.org

Contractor:

JR & Company, Inc.

Contact: Linn Fredlund

Address: 1142 Clay, North Kansas City, Missouri 64116

Phone: (816)-797-5729 Facsimile: (816)-746-6453

E-mail address: linn@jrroofinginc.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 8. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBE/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the MBE/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the MBE/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not

approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.
- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 11. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.
 - d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."
6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
 7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
 8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request.

If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 12. **Amendments/Supplements to Part II, Standard Terms and Conditions.** The following sections of Part II, Standard Terms and Conditions, of this Contract are hereby amended as follows:

A. Add the following Paragraph B.1 to Sec. 3 Insurance:

1. In addition to City, the following individuals or entities shall be listed as additional insureds:
 - a. **Davidson & Associates, Inc 10955 Lowell Avenue, Suite 915, Overland Park, KS 66210-2347**

Sec. 13. **Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services

Section 01 23 00, Alternates (2 pages)

Section 07 54 23, Thermoplastic Polyolefin Roofing dated June 2015 (32 pages)

Design Documents G1 – A2, dated 06-05-15 (6 pages)

Double Russ Peel Stop Details, dated 1/31/15 (26 pages)

Attachment B – Facility Repair & Maintenance Bid Form/Contract

00420 Alternate Bid Form

Attachment C – 01290.01 Application for Payment

01290.02 Schedule of Values

Attachment D – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions

00450 HRD 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 HRD 10: Timetable for MBE/WBE Utilization

00470 HRD 11: Request for Modification or Substitution

00485 HRD Monthly Reporting Forms

Attachment E - Bonds

00430 Bid Bond

00610 Performance and Maintenance Bond

00615 Payment Bond

Attachment F – 00830 Wage Rate Requirements

Annual Wage Order:

County – Jackson

Work Type:

State – Building

Division of Labor Standards Rules & Regulations

01290.08 Wage Rate Verification Questionnaire

01290.09 Subcontractors and Major Material Suppliers List

01290.11 Daily Labor Force Report

01290.14 Contractor Affidavit for Final Payment

01290.15 Subcontractor Affidavit for Final Payment

Attachment G – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment H – 00620 Insurance Certificate

Attachment I – 00630 Revenue Clearance Release Authorization

Attachment J – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

PART II

**FACILITY REPAIR & MAINTENANCE
CONTRACT
STANDARD TERMS AND CONDITIONS**

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or

f. their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files

and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right,

the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the

City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the

valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract,

unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00.

Sec. 16. Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20. Employee Eligibility Verification. If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law

to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_11852216_78150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21. Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

ATTACHMENT A
SCOPE OF SERVICES
PROJECT NO. 15-001

CONVENTION CENTER BARTLE HALL A, B, D, & E ROOFING REPAIR

A. Project Understanding

Roofing repairs to be completed at the Kansas City Convention Center located at 301 West 13th Street in Kansas City, MO. 64105, specific building in complex is Bartle Hall located between Broadway and Central, from 12th Street to 16th Street.

Project consists of supplying all labor, materials and equipment required for the repair of roofing system on Bartle Hall, A, B, D, and E halls as described.

B. Scope of Services

Overlay of existing roof system with Wind Vented Single-ply Thermoplastic Polyolefin (TPO) sheet roofing assembly system to consist of new metal and single layer of reinforced white TPO membrane over existing roof assemblies for Bartle Hall A, B D and E halls.

System design per specified roofing manufacturer, 2001 Company:

- 1) must be tested to be air tight by creating air seals that prevent both internal and external air from entering the roofing assembly,
- 2) must be tested and warranted to continually manage moisture in the roof assembly,
- 3) requires the creation and/or the identification of an air barrier,
- 4) must transfer uplift pressures to the structural substrate, and
- 5) include specified warranty.

Alternate prices desired for:

- 1) addition of a rooftop crossover bridge at expansion joint,
- 2) addition of a wet roof drying rider to the warranty, and
- 3) addition of a 90 mph wind warranty rider.

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental

to or required for a complete installation whether or not indicated as part of alternate.

- B. C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Crossover Walkway Bridge
 - 1. Alternate: Provide 48" wide RFP Crossover Walkway bridge over expansion joint between two buildings, per A1.
- B. Alternate No. 2 - Wet Roof Drying Rider
 - 1. Alternate: Provide the additive cost for roof drying rider that covers the removal of any existing moisture and continual moisture management of the roof assembly for full warranty term, per 1.9.B.
- C. Alternate No. 3 - Wind Warranty Rider
 - 1. Alternate: provide the additive cost for a wind rider that warrants membrane will remain in place on the building to 90 MPH for full warranty term. SRM uplift calculations for roof and sidewall cladding shall comply with ASCE-7. SRM shall provide ASCE-7 Wind Code Evaluation. For the purposes of wind warranty rider, such calculations shall not be less than those listed within 1.5.D.4 (a-c), per 1.9.C.

- - - E N D OF SECTION 01 23 00 - - -

SECTION 07 54 23

WIND VENTED SINGLE PLY THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Wind Vented Single Ply Thermoplastic Polyolefin (TPO) sheet roofing assembly system shall consist of new metal and a single layer of reinforced white TPO membrane, over existing roof assemblies for Halls A, B, D, and E of Bartle Hall located at 301 West 13th Street in Kansas City, MO.
- B. Membrane shall be mechanically attached and air sealed at all perimeters and penetrations. Equalizer Air valves shall be installed at corners and at intervals around roof perimeter as illustrated on approved drawings. The basis of design or SRM (specified roofing manufacturer) shall be the 2001 Company.
- C. System design must be tested to be air tight by creating air seals that prevent both internal and external air from entering the roofing assembly.
- D. System must be tested and warranted to continually manage moisture in the roof assembly.
- E. System design requires the creation and/or the identification of an air barrier.
- F. System design must transfer uplift pressures to the structural substrate.

1.2 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by the basic designation only. Editions of applicable publications current on date of issue of bidding documents

apply unless otherwise indicated.

B. American National Standards Institute/Single-Ply Roofing
Institute (ANSI/SPRI):

ANSI/SPRI ES-1-03...Wind Design Standard for Edge Systems
Used with Low Slope Roofing Systems.

C. American Society of Civil Engineers/Structural Engineering
Institute (ASCE/SEI):

ASCE/SEI-7-10.....Minimum Design Loads for Buildings and
Other Structures
.....Latest revision of ASCE Wind
Calculations

D. ASTM International (ASTM):

C67-09.....Standard Test Methods for Sampling and
Testing Brick and Structural Clay Tile

C140-09.....Standard Test Methods for Sampling and
Testing Concrete Masonry Units and
Related Units

C1371-04.....Standard Test Method for Determination
of Emittance of Materials Near Room
Temperature Using Portable Emissometers

C1549-04.....Standard Test Method for Determination
of Solar Reflectance Near Ambient
Temperature Using a Portable Solar
Reflectometer

D4263.....Standard Test Method for Indicating
Moisture in Concrete by the Plastic
Sheet Method

D4434-06.....Standard Specification for Poly (Vinyl
Chloride) Sheet Roofing

D6878-08.....Standard Specification for

Thermoplastic Polyolefin Based Sheet
Roofing

- E108-10.....Standard Test Methods for Fire Tests of
Roof Coverings
- E408-71 (R2008).....Standard Test Methods for Total Normal
Emittance of Surfaces Using Inspection-
Meter Techniques
- E1918-06.....Standard Test Method for Measuring
Solar Reflectance of Horizontal and
Low-Sloped Surfaces in the Field
- E1980-01.....Standard Test Method for Measuring
Solar Reflectance of Horizontal and
Low-Sloped Surfaces in the Field
- E. American Society of Heating, Refrigeration, and Air
Conditioning Engineers (ASHRAE)
ASHRAE 90.1-2007....Energy Standard for Buildings Except
Low-Rise Residential Buildings,
Appendix f.
- F. Cool Roof Rating Council:
CRRC-1.....Product Rating Program,
www.coolroofs.org
- G. FM Approvals: RoofNav Approved Roofing Assemblies and
Products. (Not required for the City of Kansas City, MO)
4450-89.....Approved Standard for Class 1 Insulated
Steel Deck Roofs
4470-10.....Approved Standard for Class 1 Roof
Coverings
1-28-09.....Loss Prevention Data Sheet: Design Wind
Loads.
1-29-09.....Loss Prevention Data Sheet: Above-Deck

Roof Components

1-49-09.....Loss Prevention Data Sheet: Perimeter
Flashing

H. International Building Codes: 2012 and local KCMO
amendments.

I. National Roofing Contractors Association (NCRA): Roofing and
Waterproofing Manual

J. U.S. Department of Agriculture (USDA): USDA BioPreferred
Catalog, www.biopreferred.gov

K. U.S. Department of Energy (DoE): Roof Products Qualified
Product List, www.energystar.gov

L. Underwriters Laboratory:

UL Wind Uplift Testing and Approvals Underwriters Laboratory
Class A Fire Rating

1.3 PERFORMANCE REQUIREMENTS

A. Material Compatibility: Provide roofing materials that are
compatible with one another under conditions of service and
application required, as demonstrated by membrane roofing
manufacturer based on testing and field experience.

B. Roofing System Energy Performance Requirements: Provide a
roofing system identical to components that that have been
successfully tested by a qualified independent testing and
inspecting agency to meet the following requirements:
www.energystar.gov.

1. Energy Performance, Energy Star: Provide roofing system
that is listed on DOE's ENERGY STAR "Roof Products
Qualified Product List" for low-slope roof products.

2. Solar Reflectance Index: Not less than 78 when
calculated according to ASTM E1980 based on testing
identical products by a qualified testing agency.

3. Energy Performance, CRRC-1: Provide roofing system with initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to CRRC-1. www.coolroofs.com.
4. Energy Performance, Aged: Provide roofing system with minimum three-year aged solar reflectance not less than 0.55 when tested in accordance with ASTM C1549 or ASTM E1918, and in addition, a minimum three-year-aged thermal emittance of 0.75 when tested in accordance with ASTM C1371 or ASTM E408.
 - a. Where tested aged values are not available for proposed product, submit calculations to adjust initial solar reflectance to demonstrate compliance as indicated in ASHRAE 90.1-2007 Addendum f.
 - b. Alternatively, provide roofing system with minimum three-year aged Solar Reflectance Index of not less than 64 when determined in accordance with the Solar Reflectance Index method in ASTM E1980 using a convection coefficient of 2.1 BTU/h-ft² (12 W/m²K).

1.4 QUALITY CONTROL

- A. Installer Qualifications:
 1. Licensed or approved in writing by manufacturer to perform work under warranty requirements of this Section.
 2. Employ full-time supervisors knowledgeable and experienced in roofing of specific types and scopes, and able to communicate with owner and workers.
- B. Inspector Qualifications: Inspection of work by third-party technical inspector or technical representative of manufacturer experienced in the installation and maintenance

of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

1. An authorized full-time technical employee of the manufacturer, not engaged in the sale of products.
2. An independent party certified as a Registered Roof Observer by the Roof Consultants Institute (RCI), retained by the Contractor or the Manufacturer and approved by the Manufacturer.

C. Product/Material Requirements:

1. Obtain products from single manufacturer or from sources recommended by manufacturer for use with roofing system and incorporated in manufacturer's warranty.
2. Bio-Based Materials: For Products designated by the USDA's Bio Preferred program, provide products that meet or exceed USDA recommendations for bio-based content, so long as products meet all performance requirements in this specifications section. For more information regarding the product categories covered by the Bio-Preferred program, visit <http://www.biopreferred.gov>
3. All materials shall be installed in accordance with SRM's current written specifications and details. Deviations shall not be made without prior written approval from roofing manufacturer.
4. A representative of roofing manufacturer shall inspect the roof in progress and upon completion to verify that the installation is in accordance with roofing

manufacturer's project specification and details.

5. Intent to Warranty (ITW) form shall be completed and signed by SRM as part of Bid. ITW shall state Contractor is an Approved Applicator of roofing manufacturer's proposed roof system and SRM's intent to warranty each item listed.

6. A Pre-Installation Notice must be completed and submitted to SRM prior to project commencement.

D. Roofing system design standard requirements:

1. Recommendations of the NRCA "Roofing and Waterproofing Manual" applicable to modified bituminous sheet roofing for storage, handling and application.

2. Recommendations of FM Approvals 1-49 Loss Prevention Data Sheet for Perimeter Flashings.

3. Recommendations of ANSI/SPRI ES-1 for roof edge design.

4. Roofing System Design: Provide roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7, Risk Category III Exposure C at 90 mph wind for.

a. Corner Uplift Pressure: 168 psf

b. Perimeter Uplift Pressure: 120 psf

c. Field-of-Roof Uplift Pressure: 74 psf

d. Fire Classification: ASTM E108 (UL790, UL Class A Fire Resistance).

e. Hail Resistance: SH.

E. Pre-Roofing Meeting:

1. Upon completion of roof deck installation and prior to any roofing application, hold a pre-roofing meeting arranged by the Contractor and attended by the Roofing

Inspector, SRM Technical Representative, Roofing
Applicator, and Contractor.

2. Discuss specific expectations and responsibilities, construction procedures, specification requirements, application, environmental conditions, job and surface readiness, material storage, and protection.
3. Inspect roof deck at this time to:
 - a. Verify that work of other trades which penetrates roof deck is completed.
 - b. Determine adequacy of deck anchorage, presence of foreign material, moisture and unlevel surfaces, or other conditions that would prevent application of roofing system from commencing or cause a roof failure.
 - c. Examine samples and installation instructions of manufacturer.

1.5 SUBMITTALS

- A. Product Data:
 1. Adhesive materials.
 2. Membrane sheet roofing and flashing membrane.
 3. Roofing cement.
 4. Roof walkway.
 5. Fastening requirements.
 6. Application instructions.
- B. Shop Drawings including valve layout.
- C. LEED and Federal Sustainable Design Submittals:
 1. Product Test Reports for Credit SS 7.2: For roof materials, indicating that roof materials comply with Solar Reflectance Index requirement.
 2. Product Data for Credit IEQ 4.1: For adhesives and sealants used inside the weatherproofing system,

documentation including printed statement of VOC content.

3. Product Data for Federally-Mandated Bio-Based Materials:

For roof materials, indicating USDA designation and compliance with definitions for bio-based products, Rapidly Renewable Materials, and certified sustainable wood content.

D. Samples:

1. Membrane system 12"x12" sample
2. Nails and fasteners, each type.

E. Shop Drawings: Include plans, sections, details, and attachments.

1. Base flashings and terminations.

F. Certificates:

1. Indicating materials and method of application of roofing system meets requirements of FM Approvals "RoofNav" for specified fire/windstorm classification.
2. Indicating compliance with energy performance requirement.
3. Installer certificates

G. Warranty: As specified.

H. Documentation of supervisors' and inspectors' qualifications.

I. Field reports of roofing inspector and system testing.

J. Temporary protection plan. Include list of proposed temporary materials.

K. Contract Close-out Submittals:

1. Maintenance Manuals.
2. Warranty signed by installer and manufacturer.

1.6 DELIVERY, STORAGE AND HANDLING

A. Comply with the recommendations of the NRCA "Roofing and

Waterproofing Manual" applicable to single ply membrane roofing for storage, handling and installation.

- B. Coordinate delivery with Owner and roofing manufacturer.
- C. All materials shall be delivered in manufacturer's original, unopened containers and rolls with labels intact and legible.
- D. SRM membrane shall be stored on pallets at least four (4) inches above the ground, and shall be protected as necessary to remain dry. Membrane rolls shall be stacked a maximum of one (1) pallet high. Maximum roof load is 20 psf. Any material on the roof limited areas of traversing major structural beams or truss and at vertical load or column locations to reduce moment loads on existing structures.
- E. SRM seam caulk and adhesives contain flammable solvents and shall be stored in a well-ventilated area protected from water, direct sunlight temperatures below 40°F or in excess of 100°F, and sources of ignition.
- F. Materials damaged in handling or storage shall be removed from the job site.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements. Roofing system shall not be installed during periods of precipitation or when the air temperature is below 40 deg. F. Roofing system shall be completely dry.
- B. Environmental Controls: R
- C. Protection of interior spaces as requested by the owner.

- D. Installed areas of the roofing system shall be protected as necessary from damage both during and after installation.

1.8 SEQUENCING / SCHEDULING

- A. Work of other trades, which penetrates the roof deck or requires men and equipment to traverse the roof deck should be completed prior to the installation of the roofing system.
- B. Provide plywood as runways where foot and equipment traffic during construction is unavoidable.

1.9 WARRANTY

- A. Manufacturer/Contractor Warranty - Upon completion of the roof installation, final inspection by SRM and payment of all outstanding invoices, furnish SRM's Twenty (20) Year Membrane System Warranty covering material and labor for full warranty term.
- B. Wet Roof Drying Rider -As an option, provide the additive cost for roof drying rider that covers the removal of any existing moisture and continual moisture management of the roof assembly for full warranty term.
- C. Wind Warranty Rider -As an option, provide the additive cost for a wind rider that warrants membrane will remain in place on the building to 90 MPH for full warranty term. SRM uplift calculations for roof and sidewall cladding shall comply with ASCE-7. SRM shall provide ASCE-7 Wind Code Evaluation. For the purposes of wind warranty rider, such calculations shall not be less than those listed within 1.5.D.4 (a-c).

PART 2 - PRODUCTS

2.1 TPO MEMBRANE ROOFING

A. Acceptable Manufacturers

1. The 2001 Company (SRM)

B. Materials

1. The roofing membrane shall be minimum .060 inch, white, thermoplastic TPO membrane, polyester reinforced. The membrane shall meet or exceed the requirements for ASTM D6878.

ASTM TEST PHYSICAL

Tolerance on nominal thickness, %	ASTM D-75 ± 10
Thickness over scrim, in. (0.381) ± 10%	ASTM D-4637 0.015
Solar reflectance Solar Spectrum typical Min. for Energy Star®	White - 75 min, 87
Emittance, infrared	ASTM E-40 0.92 typical
Breaking Strength, lbf min. (Grab Method)	ASTM D-751 225 (1.0) 340 (1.5) typical
Elongation @ break of fabric, %	ASTM D-751 25 typical
Brittleness point, °F -40 (-40) max. -50 (-46) typical	ASTM D-2137
Ozone resistance 100pphm, 168 hours	ASTM D-1149 No Cracks
Resistance to water absorption after 7 days 2.0 typical immersion 158°F change in mass, %	ASTM D-471 4.0 max.
Resistance to microbial typical surface growth, rating (1 is very poor, 10 is no growth)	ASTM D-3274 9 - 10 2 yr. S. Florida
Field seam strength, 40 (7.0) minseam tested in peel 60 (10.5) typical Water vapor permeance, ASTM E-96 typical	ASTM D-1876 0.10 max. Perms 0.05
Puncture resistance, FTM 101C	250 (1110 min.lbf (N))

Method 2031 300 (1330) typical-0.45
350 (1560) typical-0.60

Resistance to xenon- ASTM G-26 No cracks, No loss of Arc
weathering (1) 0.70 W/m² breaking or tearing Xenon-Arc, 5040
kJ/m 80°C B.P.T. strength total radiant exposure, (1)
Approximately equivalent to 8000 hours exposure at 158°F black
panel temperature.

2.2 ACCESSORIES:

- A. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as TPO sheet membrane.
- B. Bonding Adhesive: Manufacturer's standard. (NOTE-I removed, "water based". The system will use very minimal amounts of adhesives and such water based adhesives are not allowed with this system due to poor long-term performance)
- C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 25 by 3 mm (1 by 1/8 inch) thick; with anchors.
- D. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 25 mm wide by 1.3 mm (1 inch wide by 0.05 inch) thick, prepunched.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with FM Approvals 4470, designed for fastening membrane to substrate.
- F. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 5 mm (3/16 inch) thick, and acceptable to membrane roofing system manufacturer.
- G. Miscellaneous Accessories: Provide sealers, preformed flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets,

- and other accessories acceptable to manufacturer.
- H. Prefabricated corners, prefabricated pipe boots and convert pitch pans to boots whenever possible.
 - I. Equalizer Valves - used to transfer wind uplift and create low pressure in roof assembly.
 - J. New Wood Nailers shall be #2 or better lumber, fire pressure treated for termite and rot resistance with a salt based preservative; or southern yellow pine.
 - K. Air Barrier Mastic Rope - Shall be placed beneath termination bar to prevent external or internal air infiltration.
 - L. Fasteners - Shall be stainless steel and per roofing manufacturer's requirements.

2.3 ADHESIVE AND SEALANT MATERIALS:

- A. General: Adhesive and sealant materials recommended by roofing system manufacturer for intended use, identical to materials utilized in approved listed roofing system, and compatible with roofing membrane.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 - 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Gypsum Board and Panel Adhesives: 50 g/L.
 - c. Multipurpose Construction Adhesives: 70 g/L.
 - d. Fiberglass Adhesives: 80 g/L.
 - e. Single-Ply Roof Membrane Adhesives: 250 g/L.
 - f. Other Adhesives: 250 g/L.
 - g. PVC Welding Compounds: 510 g/L.

- h. Adhesive Primer for Plastic: 650 g/L
- i. Single-Ply Roof Membrane Sealants: 450 g/L.
- j. Nonmembrane Roof Sealants: 300 g/L.
- k. Sealant Primers for Nonporous Substrates: 250 g/L.
- l. Sealant Primers for Porous Substrates: 775 g/L.
- m. Seaming Caulk - used to seal cut edges of membrane
- n. Bonding Adhesive - Shall be used to bond thermoplastic to all vertical substrates and compression board.

2.4 SUBSTRATE BOARDS:

- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, Type X, 5/8 inch (16 mm) thick.
 - 1. Product: Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening substrate panel to roof deck.

2.5 AIR / VAPOR RETARDER:

- A. Polyethylene Vapor Retarder: ASTM D 4397, 6 mils (0.15 mm) thick, minimum, with maximum permeance rating of 0.13 perm (7.5 ng/Pa x s x sq. m).
 - 1. Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
 - 2. Adhesive: Manufacturer's standard lap adhesive, FMG approved for vapor-retarder application.

2.6 ROOF INSULATION:

- A. General: Provide preformed roof insulation boards that

comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.

B. Composite Polyisocyanurate Board Insulation: ASTM C 1289, faced with insulation board on one major surface and felt or glass-fiber mat facer on the other.

1. Manufacturers:

- Apache Products Company.
- Atlas Roofing Corporation.
- Celotex Corporation.
- Firestone Building Products Company.
- GAF Materials Corporation.
- GenFlex Roofing Systems.
- Johns Manville International, Inc.

2. Type III(perlite-insulation-boardfacer), 3/4inch (19 mm) thick.

C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless to match existing.

D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.7 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate and acceptable to the roofing systems manufacturer.

C. Cold Fluid-Applied Adhesive: Manufacturer's standard cold

fluid-applied adhesive formulated to adhere roof insulation to substrate.

- D. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch (13 mm) thick.
1. Product: Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation.
- E. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric mat, water permeable and resistant to ultraviolet degradation, type and weight as recommended by roofing system manufacturer for application.
- F. Metal Securement System: Perimeter securement flashing and strapping fabricated from stainless steel, a minimum of 0.031 inch (0.8 mm) thick. Provide fasteners as recommended by mortar-faced insulation manufacturer.
- G. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch (13 mm) thick.
1. Product: Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation.
- H. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric mat, water permeable and resistant to ultraviolet degradation, type and weight as recommended by roofing system manufacturer for application.
- I. Metal Securement System: Perimeter securement flashing and strapping fabricated from stainless steel, a minimum of 0.031 inch (0.8 mm) thick. Provide fasteners as required by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Do not apply roofing if roof surface will be used for subsequent work platform, storage of materials, or staging or scaffolding will be erected thereon unless system is protected.
- B. Thorough examination of substrates, roof deck and related surfaces and verify that there are no conditions such as inadequate anchorage, foreign materials, ridges or other conditions, which would prevent the satisfactory installation of the roofing system.
- C. Any conditions requiring correction or completion shall be corrected or completed prior to the installation of the roofing system. Notify Owner and SRM in writing of unacceptable conditions.

3.2 PREPARATION

- A. Complete roof deck construction prior to commencing roofing work:
 - 1. Install curbs, blocking, edge strips, nailers, cants, and other components where insulation, roofing, and base flashing is attached to, in place ready to receive insulation and roofing.
 - 2. Complete deck and insulation to provide designed drainage to working roof drains.
 - 3. Document installation of related materials to be concealed prior to installing roofing work.
- B. Dry out surfaces, including the flutes of metal deck that become wet from any cause during progress of the work

before roofing work is resumed. Apply materials to dry substrates.

C. Sweep decks to broom clean condition. Remove all dust, dirt or debris.

D. Remove projections that might damage materials.

E. Concrete Decks, except Insulating Concrete:

1. Test concrete decks for moisture prior to application of roofing materials. Test for capillary moisture by plastic sheet method according to ASTM D4263.

2. Prime concrete decks, including precast units, with primer as specified. Keep primer back four inches from joints in precast units.

3. Allow primer to dry before application of adhesive.

F. Insulating Concrete Decks:

1. Allow to dry out for at least five days after installation before the placement of materials.

2. If rain occurs during or at end of drying period or during installation of roofing, allow additional drying time before the placement of the roofing materials.

G. Poured Gypsum Decks: Dry out poured gypsum in accordance with manufacturer's printed instructions prior to application of roofing materials.

H. Existing Membrane Roofs and Repair Areas:

1. Comply with requirements per manufacturer's recommendations and existing conditions.

2. At areas to be altered or repaired, remove loose, damaged, or cut sheet that is not firmly adhered only where new penetrations occur or repairs are required.

3. Cut and remove existing roof membrane for new work to be installed. Clean cut edges and install a temporary seal

to cut surfaces. Use roof cement and one layer of 7 Kg (15 pound) felt strip cut to extend 150 mm (6 inches) on each side of cut surface. Bed strip in roof cement and cover strip with roof cement to completely embed the felt.

4. At modified bituminous base flashing to be repaired, either bend up cap flashing or temporarily remove cap flashing. Brush and scrape away all deteriorated sheets or surface material of base flashing.
5. Patch holes in the existing roof membrane with an adhered membrane patch of compatible roof membrane. The existing roof membrane is the substrate air seal and must be maintained intact.
6. Where two existing roofs are present, the top roof must be permeated per IBC approval. Permeation shall be per roofing manufacturer's requirements to the first roof through-out entire field.

3.3 TEMPORARY PROTECTION

- A. Install temporary protection at the end of day's work and when work is halted for an indefinite period or work is stopped when precipitation is imminent. Comply with approved temporary protection plan.
- B. Install temporary cap flashing over the top of base flashings where permanent flashings are not in place to provide protection against moisture entering the roof system through or behind the base flashing. Securely anchor in place to prevent blow off and damage by construction activities.
- C. Provide for removal of water or drainage of water away from the work.

- D. Provide temporary protection over installed roofing by means of duckboard walkways, plywood platforms, or other materials, as approved by Architect, for roof areas that are to remain intact, and that are subject to foot traffic and damage. Provide notches in sleepers to permit free drainage.

3.4 INSTALLATION, GENERAL

- A. FM Approvals Installation Standard: Install roofing membrane, base flashings, wood cants, blocking, curbs, and nailers, and component materials in compliance with requirements in FMG 4450 and FMG 4470 as part of a membrane roofing system as listed in FM Approval's "RoofNav" for fire/windstorm classification indicated. Comply with recommendations in FM Approvals' Loss Prevention Data Sheet 1-49, including requirements for wood nailers and cants.
- B. NRCA Installation Standard: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations.
- C. Manufacturer Recommendations: Comply with roofing system manufacturer's written installation recommendations.
- D. Coordination with related work: Coordinate roof operations with roof insulation and sheet metal work so that insulation and flashings are installed concurrently to permit continuous roofing operations.
- E. Installation Conditions:
1. Apply dry roofing materials. Apply roofing work over dry substrates and materials.
 2. Apply materials within temperature range and surface and ambient conditions recommended by manufacturer.

3. Except for temporary protection, do not apply materials during damp or rainy weather, during excessive wind conditions, nor while moisture (dew, snow, ice, fog or frost) is present in any amount in or on the materials to be covered or installed:
 - a. Do not apply materials when the temperature is below 4 deg. C (40 deg. F).
 - b. Do not apply materials to substrate having temperature of 4 deg. C (40 deg. F) or less.

3.5 INSTALLATION OF TPO ROOFING

- A. Do not allow the membrane to come in contact with surfaces contaminated with asphalt, coal tar, oil, grease, or other substances which are not compatible with TPO.
- B. Install the membrane so the sheets run perpendicular to the long dimension of the insulation boards.
- C. Commence installation at the low point of the roof and work towards the high point. Lap the sheets so the flow of water is not against the edges of the sheet.
- D. Position the membrane so it is free of buckles and wrinkles.
- E. Roll sheet out on deck; inspect for defects as being rolled out and remove defective areas. Allow for relaxing before proceeding.
 1. Lap edges and ends of sheets 50 mm (two inches) or more as recommended by the manufacturer.
 2. Heat weld laps. Apply pressure as required. Seam strength of laps as required by ASTM D4434.
 3. Check seams to ensure continuous adhesion and correct defects.

4. Finish edges of laps with a continuous beveled bead of sealant to sheet edges to provide smooth transition.
5. Finish seams as the membrane is being installed (same day).
6. Anchor perimeter to deck or wall as specified.
- F. Repair areas of welded seams where samples have been taken or marginal welds, bond voids, or skips occurs.
- G. Repair fishmouths and wrinkles by cutting to lay flat and installing patch over cut area extending 100 mm (four-inches) beyond cut.
- H. Air Seals - The new roof shall be sealed airtight to all penetrations and at the roof perimeter as detailed on roofing manufacturer's approved drawings. Install the pre- flash perimeter, interior penetration, angle change, roof drain, pipe and vent versions of Double Russ Peel Stop air seal details as shown on roofing manufacturer's approved drawings.
- I. Roofing Single Ply Membrane - The widest standard size roofing membrane shall be unrolled and positioned without stretching as close to and parallel with roof edges as possible. End joints shall be staggered. The membrane shall be allowed to relax for at least 30 minutes before welding. The clean and dry laps shall be heat welded a continuous 1-1/2 inches wide. Field seams shall be welded using a robot welder. Hand welders may be used for flashing and detail work. All seams shall be checked and probed daily for adequate bonding. All cut seams shall be sealed with seam sealer upon final inspection.
- J. Equalizer Air Valves - Air valves shall be installed and located in accordance with approved drawings. Air

valves shall be installed as roofing proceeds to avoid wind displacement during installation.

- K. Drains - Shall be cleaned and reworked to provide a completely waterproof seal.
- L. Temporary Seals - Shall be installed at the end of each day or at the onset of inclement weather to prevent water from flowing into the completed roofing system. Temporary seals may be installed using adhesive to existing membrane. Temporary seals shall be cut and roofed over upon resumption of work. Building shall be protected from water intrusion at all times.
- H. Membrane Perimeter Anchorage:
1. Install metal fastening strip at the perimeter of each roof level, curb flashing, expansion joints and similar penetrations as indicated and in accordance with membrane manufacturer's instructions on top of roof membrane to deck or wall.
 2. Mechanically Fastened Metal Fastening Strip:
 - a. Set top of mechanical fastener set flush with top surface of the metal fastening strip. Space mechanical fasteners a maximum 300 mm (12 inches) on center starting 25 mm (one inch) from the end of the nailing strip.
 - b. When strips are cut round corners and eliminate sharp corners.
 - c. After mechanically fastening strip cover and seal strip with a six-inch wide roof membrane strip; heat weld to roof membrane and seal edges.
 - d. At roof edge metal, turn the membrane down over the front edge of the blocking or the nailer to below

blocking. Secure the membrane to the vertical portion of the nailer; or, if required by the membrane manufacturer with fasteners spaced not over 300 mm (12 inches) on centers.

- e. At parapet walls, intersecting building walls and curbs, secure the membrane to the structural deck with fasteners 300 mm (12 inches) on centers or as shown on NRCA manual.

3.6 INSTALLATION OF FLASHING

- A. Install flashings as the membrane is being installed. If the flashing cannot be completely installed in one day, complete the installation until the flashing is in a watertight condition and provide temporary covers or seals.
- B. Flashing - New flashing at the roof perimeter and at all penetrations including drains, pipes conduits, curbs, walls, expansion joints, and vents shall be installed as shown on roofing manufacturer's approved drawings. Prefabricated accessories shall be where- ever possible. New perimeter metal shall be a minimum 24 gauge Kynar finish in a standard color. Contractor shall provide standard color samples to Owner for prior approval. Profile to match existing metal. Sheet metal and roofing contractor to jointly sign a two-year roof flashing guarantee. Metal manufacturer will provide a 20 year non-prorated warranty covering fade, chalking and film integrity.
- C. Flashing -New metal and flashing at the roof perimeter and at all penetrations including drains, pipes conduits, curbs, walls, expansion joints, and vents shall be

installed as shown on SRM approved drawings. Prefabricated accessories shall be used where possible. All vertical membrane flashings shall be fully adhered.

D. Wall Flashing - New membrane shall be fully adhered at all vertical surfaces.

E. Flashing Roof Drains:

1. Install roof drain flashing as recommended by the membrane manufacturer, generally as follows:
 - a. Coordinate to set the metal drain flashing in asphalt roof cement, holding cement back from the edge of the metal flange.
 - b. Do not allow the roof cement to come in contact with the TPO roof membrane.
 - c. Adhere the TPO roof membrane to the metal flashing with the membrane manufacturer's recommended adhesive.
2. Turn down the metal drain flashing and TPO roof membrane into the drain body and install clamping ring and strainer.

F. Installing TPO Base Flashing and Pipe Flashing:

1. Install TPO flashing membranes to pipes, wall or curbs to a height not less than eight-inches above roof surfaces and 100 mm (four inches) on roof membrane.
 - a. Adhere flashing to pipe, wall or curb with adhesive.
 - b. Form inside and outside corners of TPO flashing membrane in accordance with NRCA manual. Form pipe flashing in accordance with NRCA manual use pipe boot.
 - c. Lap ends not less than 100 mm (four inches).
 - d. Heat weld flashing membranes together and flashing membranes to roof membranes. Finish exposed edges with sealant as specified.

- e. Install flashing membranes in accordance with NRCA manual.
 2. Anchor top of flashing to walls or curbs with fasteners spaced not over 200 mm (eight inches) on centers. Use fastening strip on ducts. Use pipe clamps on pipes or other round penetrations.
 3. Apply sealant to top edge of flashing.
- G. Installing Building Expansion Joints:
- a. Install base flashing on curbs as specified.
 - b. Coordinate installation with metal expansion joint cover or roof expansion joint system.
2. Install flexible tubing 1-1/2 times width of joint over joint. Cover tubing with TPO flashing strip adhered to base flashing and lapping base flashing 100 mm (four inches). Finish edges of laps with sealants as specified.
- H. Repairs to membrane and flashings:
- a. Remove sections of TPO sheet roofing or flashing that is creased wrinkled or fishmouthed.
 - b. Cover removed areas, cuts and damaged areas with a patch extending 100 mm (four inches) beyond damaged, cut, or removed area. Heat weld to roof membrane or flashing. Finish edge of lap with sealant as specified.

3.7 FLEXIBLE WALKWAYS

- A. Use reinforced sheet not less than 900 mm (three feet) wide.
- B. Heat weld walkway sheet to roof sheet at edges. Weld area 50 mm (two inches) wide by the entire length of the walkway sheet.

C. Finish edges of laps with sealants as specified.

3.8 FIELD QUALITY CONTROL:

A. Roofing Inspector: Contractor shall engage a qualified roofing inspector for a minimum of 5 full-time days on site to perform roof tests and inspections and to prepare start up, interim, and final reports.

1. Examine and probe seams in the membrane and flashing in the presence of Resident Engineer and Membrane Manufacturer's Inspector.

2. Probe edge of welded seams with a blunt tipped instrument. Use sufficient hand pressure to detect marginal welds, voids, skips, and fishmouths.

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

a. Notify Architect and Owner 48 hours in advance of date and time of inspection.

C. Repair or remove and replace components of roofing work where test results or inspections indicate that they do not comply with specified requirements.

a. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING

A. Protect membrane roofing system from damage and wear during remainder of construction period.

B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a



BID FORM/CONTRACT – Addendum 1

Project Number 15-001

Project Title CONVENTION CENTER BARTLE HALL A, B, D & E ROOFING REPAIR

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.

TOTAL BASE BID IN NUMERIC FIGURES	\$ <u>1,349,769</u>	8/7/15 LF
TOTAL BID IN NUMERIC FIGURES	\$ <u>1,560,129</u>	8/11/15 gk
5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.
8. Form 00420 - Alternates contains work and prices which modify the Base Bid, if selected, and is incorporated into this Bid. This form must be completed and returned with this Bid.
9. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum Number	Dated	Addendum Number	Dated
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Bidder:

JR & Co.

1	6-26-15		
2	7-02-15		

- By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City's Workforce Ordinance. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents.
- By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in the General Conditions as incorporated by reference into this Bid Form/Contract.
- Section 13 through Section 17 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.
- By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS:

13 % MBE 7 % WBE 20 % DBE

BIDDER PARTICIPATION:

14 % MBE 8 % WBE 22 % DBE

- To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: **(All firms must currently be certified by Kansas City, Missouri Human Relations Department)**

A. Name of M/WBE Firm

FALCON CONTRACTING INC.

Bidder: JR & Co.

Address 4325 Bell Kansas City, Mo. 64111
Telephone No. 816-309-1295
I.R.S. No. 26-0793113
Area/Scope of work ROOFING LABOR
Subcontract amount \$188,968

B. Name of M/WBE Firm HOGARTY & ASSOCIATES
Address 6045 MARTWAY MISSION, KS. 66202
Telephone No. 816-520-4839
I.R.S. No. 20-2155633
Area/Scope of work ROOFING MATERIALS
Subcontract amount \$431,927

C. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

D. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

E. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

F. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

15. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 HRD 08 Contractor Utilization Plan/Request for Waiver.**

16. Bidder agrees that failure to meet or exceed the MBE/WBE Goals for the above project will require the Director of Human Relations to recommend disapproval of the bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

Bidder:

JR & Co.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: (Specify)

BIDDER

Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid: JR & Co. 1142 CLAY N.KC.MO. 64116
 Phone No: 816-797-5279
 Cell No: 816-797-5279
 Facsimile No: 816-746-6453
 Bidder's E-Mail: lisa@JRROOFINGINC.COM

Federal ID. No. 71-0871020

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: [Signature]
(Signature)

LINN FREDLUND
(Print Name)

Title: SENIOR PROJECT MANAGER

Date: 7-14-2015

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this 13TH day of July, 2015.

My Commission Expires: 10-24-2018 Trent K Carter



ACCEPTANCE OF BID

CITY, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the Parties.

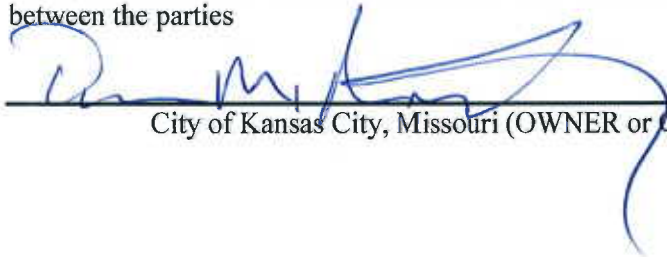
CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a maximum amount of One Million Four Hundred Two Thousand Two Hundred Thirty Three Dollars, (\$1,402,233.00). The Contract Price includes:

00420 Alternates, included in the Bid, a copy of which is attached

Alternate No. 1 - \$13,797.00

Alternate No. 2 - \$38,667.00

By executing this Bid Form/Contract, CITY accepts Bidder's offer for the Contract Price stated above and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties



City of Kansas City, Missouri (OWNER or City)

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)