



*Upstream from ordinary.*

**BOARD OF ALDERMEN MEETING**  
RIVERSIDE CITY HALL  
2950 NW VIVION ROAD  
RIVERSIDE, MISSOURI 64150  
**TENTATIVE AGENDA**

**APRIL 5, 2016**

**REGULAR SESSION**

**(7:00 p.m.)**

Call to Order  
Roll Call  
Pledge of Allegiance

**Public Comments** - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

Proclamation – 2016 Start by Believing Day – MOCSA Representatives present to accept.

**LEGISLATIVE SESSION**

**1. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for March 15, 2016.

**R-2016-011: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2015-2016 WEEK ENDING MARCH 18<sup>TH</sup>, MARCH 25<sup>TH</sup>, AND APRIL 1<sup>ST</sup> IN THE AMOUNT OF \$185,549.97.** Point of Contact: Finance Director Donna Oliver.

**R-2016-012: A RESOLUTION AUTHORIZING THE CITY OF RIVERSIDE TO ENTER INTO A CONSOLIDATION MANAGEMENT AND SERVICES AGREEMENT WITH THE YMCA OF GREATER KANSAS CITY.** Point of Contact: Community Development Director Mike Duffy.

**R-2016-013: A RESOLUTION AWARDED THE BID FOR RIVERSIDE CITY HALL GARAGE RE-ROOF PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND CORNELL ROOFING AND SHEET METAL COMPANY FOR SUCH PROJECT.** Point of Contact: Public Works Director Tom Wooddell.

## REGULAR AGENDA

### 2. Communication from City Administrator

#### b) Department Reports

- i. Community Development
- ii. Engineering
- iv. Finance
- v. Public Safety
- vi. Public Works
- vii. Levee Board Report

### 3. Communication from Mayor

### 4. Communication from Board of Aldermen

## CLOSED SESSION

### 5. Motion to enter into CLOSED SESSION for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

### 6. Motion to adjourn closed session.

### 7. Motion to Adjourn

ATTEST:



Robin Kincaid, City Clerk

Posted 04.01.16 at 1:00 p.m.

  
Gregory P. Mills, City Administrator

**PROCLAMATION**  
**April 6, 2016**  
**Annual Start by Believing Day**

***Whereas,** the City of Riverside, Missouri shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and*

***Whereas,** during their lifetime 1 in 6 women and 1 in 33 men will be the victim of rape or attempted sexual assault; and*

***Whereas,** current estimates suggest no more than 20 percent of sexual assaults will be reported to law enforcement and less than 3 percent will result in the conviction and incarceration of the perpetrator; and*

***Whereas,** research documents that victims are far more likely to disclose their sexual assault to a friend or family member, and when these loved ones respond with doubt, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being; and*

***Whereas,** the Start by Believing public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help victims to access supportive resources and engage the criminal justice system;*

***Now Therefore, Be it Proclaimed** by me, Kathleen L. Rose, the Mayor of the City of Riverside, Missouri that we support the **Metropolitan Organization to Counter Sexual Assault's** Start by Believing public awareness campaign and do hereby declare the first Wednesday of April each year to be **Start by Believing Day** throughout the City of Riverside, Missouri.*

***In Witness Whereof,** I have hereunto set my hand and caused the seal of the City of Riverside, Missouri to be affixed this 5<sup>th</sup> day of April, 2016.*

  
Kathleen L. Rose, Mayor

ATTEST:

  
Robin Kincaid, City Clerk





MINUTES  
REGULAR MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI  
Tuesday, March 15, 2016  
6:50 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, March 15, 2016.

Mayor Rose called the regular meeting to order at 6:50 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Frank Biondo, Aaron Thatcher, Chet Pruett, and Al Bowman.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Fire Chief Gordon Fowlston, Police Major Chris Skinrood, and Finance Director Donna Oliver. Also present was City Attorney Paul Campo.

**MOTION TO ENTER INTO  
CLOSED @ 6:50 P.M.**

Alderman Thatcher moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, Purchase or sale of real estate, and RSMo 610.021 (3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Pruett. Yes: Thatcher, Pruett, Super, Homer, Biondo, and Bowman. Motion carried 6-0.

**MOTION TO ADJOURN  
CLOSED @ 6:56 P.M.**

Alderman Biondo moved at 6:56 p.m. to adjourn closed session with no action taken, second by Alderman Homer. Yes: Biondo, Homer, Bowman, Pruett, Super, and Thatcher. Motion carried 6-0.

**REGULAR SESSION**

Mayor Rose called the Regular Session Meeting to order at 7:00 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Art Homer, Frank Biondo, Al Bowman, Aaron Thatcher, Chet Pruett, and Ron Super.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, Public Works Director Tom Wooddell, Fire Chief Gordon Fowlston, City Engineer Travis Hoover, Major Chris Skinrood, and Finance Director Donna Oliver. Also attending was City Attorney Paul Campo.

**PLEDGE OF ALLEGIANCE** Mayor Rose led the Pledge of Allegiance.

**PUBLIC COMMENT** None.

**CONSENT AGENDA**

Alderman Al Bowman requested Resolution R-2016-008 be pulled from the Consent Agenda and be heard separately.

Alderman Biondo moved to approve the consent agenda with Bill Pay Resolution R-2016-008 removed, second by Alderman Thatcher.

Yes: Biondo, Thatcher, Pruett, Bowman, Homer, and Super.  
Motion carried 6-0.

**MINUTES OF 03-01-16**

Alderman Biondo moved to approve the minutes of the March 1, 2016 meeting, second by Alderman Thatcher.

Yes: Biondo, Thatcher, Pruett, Bowman, Homer, and Super.  
Motion carried 6-0.

**COURT REPORT**

Alderman Biondo moved to approve the February 2016 Court Report, second by Alderman Thatcher.

Yes: Biondo, Thatcher, Pruett, Bowman, Homer, and Super.  
Motion carried 6-0.

**REGULAR AGENDA****RESOLUTION 2016-008**

Bill Pay

Alderman Thatcher moved to approve Resolution 2016-008 authorizing the expenditure of funds for fiscal year 2015-2016, for weeks ending March 4<sup>th</sup> and March 11<sup>th</sup> in the amount of \$227,821.03, second by Alderman Biondo.

Yes: Thatcher, Biondo, Homer, Super, and Pruett.

No: None

Abstain: Bowman

Motion carried 5-0-1.

**BILL NO. 2016-017**

Amend Employ. Handbook

City Clerk Robin Kincaid gave first reading of Bill No. 2016-017.

City Administrator Greg Mills explained that this is an administrative detail regarding the tracking of employee's time and paid holidays.

Alderman Thatcher moved to accept first reading and place Bill No. 2016-017 on second and final reading, second by Alderman Bowman.

Yes: Thatcher, Bowman, Homer, Super, Pruett, and Biondo.  
Motion carried 6-0.

Alderman Pruett moved to approve Bill 2016-017 and enact said bill as ordinance, second by Alderman Biondo.

Yes: Pruett, Biondo, Homer, Thatcher, Super, and Bowman.  
Motion carried 6-0.

<b>RESOLUTION 2016-010</b> 2013-14 Street Maintenance	Alderman Thatcher moved to approve Resolution 2016-010 authorizing, approving, and ratifying Change Order 6 to the agreement with Tenoch Construction for the 2013-14 Street Maintenance Project resulting in a revised contract amount of \$548,299.70, second by Alderman Biondo. Yes: Thatcher, Biondo, Bowman, Super, Pruett, and Homer. Motion carried 6-0.
<b>CITY ADMINISTRATOR</b>	Nothing to report.
<b>COMMUNITY DEVELOPMENT</b>	Community Development Director Mike Duffy has met with the USDA regarding goose management. Our city and Argosy Casino are included in the 5 mile radius of the airport, where there is a program to bait them and take them off site, at no cost to the City, it will be paid by Kansas City Aviation and Federal Aviation Administration. We should receive a monthly updates on the number of geese removed.
<b>ENGINEERING</b>	Nothing to report.
<b>FINANCE</b>	Finance Director Donna Oliver wanted to inform the Board that there will be an RFP for banking services issued this week. The Standards and Poor's Update will not be discussed this evening. There is a financial report at your places to review and I wanted to bring to your attention that Argosy was up last month by 13.8% and the Community Center Memberships has a possibility of being slightly over budget in May.
<b>PUBLIC SAFETY</b>	Nothing to report.
<b>PUBLIC WORKS</b>	Public Works Director Tom Wooddell updated the Board that he had purchased 4 old hay wagons for \$400 and repurposed them to be used as material spreader racks to protect the material spreader equipment from being outside and weathering during the off season. Racks specifically made for such a purpose are approximately \$2,000 each. Wagon pictures were shared to show the repurposing process. Wooddell also had pictures of a large cottonwood tree along Interurban trail that was dead and needed cut down. The trunk made two large 20 ft. logs weighing a total of approximately 6,000 lbs that were taken to Gower to a pallet sawmill. The City was paid \$284.00, which helps offset the cost of the wagons. Kudos was given to Public Works Director Wooddell for his ingenuity.
<b>LEVEE BOARD</b>	Alderman Super commented there will be a meeting tomorrow and City staff will attend as well, to discuss the sill on Gateway.

**MAYOR'S DISCUSSION**

Mayor Kathy Rose thanked Public Works Director Wooddell for his diligence in getting the missed trash issue handled in a timely and efficient fashion. Northland Youth Leadership 2016 brought 24 students from 12 Northland high schools to the City of Riverside on Tuesday, March 8<sup>th</sup>. City staff members presented in intervals to the students regarding their positions and tasks performed for the City. There was a survey done by the class at the end of the day and our program was rated at the top of their presentations for this year. Mayor Rose thanked all staff for their efforts and making it a memorable day for the students. Mayor Rose was proud to acknowledge that Sarah Wagner graduated with the Northland Leadership Class of 2016 last Thursday, March 10<sup>th</sup>. There was a very good turnout for the Presidential Preference Primary election held today. Mayor Rose asked staff to review other city codes regarding chickens within the city limits. Mayor Rose also reported the need to document that there are several residents at Brenner Ridge with serious water issues.

**BOARD OF ALDERMEN**

Alderman Biondo – Nothing to report.

Alderman Thatcher – Nothing to report.

Alderman Super – Nothing to report.

Alderman Homer – I attended the “Meeting on the River” and nothing was really decided, but the Mayor of Parkville and those in attendance, discussed ideas and uses for the river. We don’t really have a place to stop in Riverside, but Parkville does.

Alderman Pruett – Nothing to report.

Alderman Bowman – Nothing to report.

**MOTION TO ADJOURN**

Alderman Bowman moved to adjourn the meeting at 7:24 p.m., second by Alderman Biondo.

Yes: Bowman, Biondo, Homer, Super, Pruett, and Thatcher.

Motions carried 6-0.

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Robin Kincaid, City Clerk

**RESOLUTION NO. R - 2016-011**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2015-2016 WEEK ENDING MARCH 18<sup>TH</sup>, MARCH 25<sup>TH</sup>, AND APRIL 1<sup>ST</sup> IN THE AMOUNT OF \$185,549.97.**

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the disbursements and expenditure of funds from the city treasury in the amount of \$185,549.97 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

**FURTHER THAT** the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 5<sup>th</sup> day of April, 2016.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk





# Expense Approval Report

## By Fund

Payment Dates 03/16/2016 - 03/16/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
FIRE FIGHTERS ASSOC OF MO	769	03/16/2016	DEPARTMENT DUES	10-226-000-34500	25.00
MISSOURI DEPT OF REVENUE	02/01-29/16	03/16/2016	CRIME VICTIM COMPENSATIO	10-20502	1,105.15
BUDGET DIRECTOR	02/01-29/16	03/16/2016	PEACE OFFICERS STANDARDS	10-20503	155.00
SYNERGY SERVICES, INC	02/01-29/16	03/16/2016	DOMESTIC VIOLENCE SHELTE	10-20504	310.00
BUDGET DIRECTOR SHERIFFS	02/01-29/16	03/16/2016	SHERIFFS' RETIREMENT FUND	10-20508	465.00
YMCA OF GREATER KANSAS C	03/01/16A	03/16/2016	REIMB CITY'S SHARE/MEMBE	10-115-000-21301	787.50
YMCA OF GREATER KANSAS C	03/01/16A	03/16/2016	REIMB CITY'S SHARE/MEMBE	10-341-000-22800	17,238.75
YMCA OF GREATER KANSAS C	03-01-16B	03/16/2016	RIVERSIDE SUPPORT FEE	10-341-000-22800	2,900.00
TIME WARNER - PUBLIC WOR	040803901 03/16	03/16/2016	CABLE SERVICE	10-331-000-25600	130.22
GIBBS, RANDALL R	03/14/16	03/16/2016	REIMB SECURITY DEPOSIT	10-20010	50.00
TIME WARNER	107747701 03/16	03/16/2016	CABLE SERVICE	10-341-000-25600	53.40
RIVERSIDE, CITY OF	03/15/16	03/16/2016	METRO CHIEFS & SHERIFFS LU	10-112-000-22910	16.00
RIVERSIDE, CITY OF	03/15/16	03/16/2016	REIMB BOA SUPPLIES/KINCAI	10-112-000-53900	4.42
RIVERSIDE, CITY OF	03/15/16	03/16/2016	REIMB FOR COURT SUPPLIES	10-216-000-53700	5.31
RIVERSIDE, CITY OF	03/15/16	03/16/2016	REIMB COURT SUPPLIES/JONE	10-216-000-53700	12.64
RIVERSIDE, CITY OF	03/15/16	03/16/2016	NOTARY RENEWAL/PHILLIPS	10-224-000-34500	6.00
RIVERSIDE, CITY OF	03/15/16	03/16/2016	RECORDER OF DEEDS/PLATS	10-332-000-32000	10.00
MISSOURI AMERICAN WATER	1017210015746112 0316	03/16/2016	4498 HIGH DR FIRE	10-337-103-25400	150.43
MISSOURI AMERICAN WATER	1017210010165930 0316	03/16/2016	2990 NW VIVION RD DETCK	10-337-103-25400	284.44
MISSOURI AMERICAN WATER	1017210010445575 0316	03/16/2016	2805 NW VIVION RD	10-336-111-25400	49.38
MISSOURI AMERICAN WATER	1017210010690719 0316	03/16/2016	777 A ARGOSY PKWY IRRIG	10-336-113-25400	77.95
MISSOURI AMERICAN WATER	1017210012068028 0316	03/16/2016	W PLATTE/VALLEY	10-336-112-25400	1,410.51
MISSOURI AMERICAN WATER	1017210012698627 0316	03/16/2016	4301 B TULLISON RD IRRIG	10-336-113-25400	77.95
MISSOURI AMERICAN WATER	1017210015748552 0316	03/16/2016	4820 HOMESTEAD TER PARKF	10-336-109-25400	16.47
MISSOURI AMERICAN WATER	1017210015953323 0316	03/16/2016	2901 NW VIVION RD PARK	10-336-108-25400	16.47
CELLCO PARTNERSHIP	9761670908	03/16/2016	DATA CARDS	10-224-000-27200	80.02
SAM'S CLUB DIRECT	003699	03/16/2016	SUPPLIES	10-341-100-44522	177.54
<b>Fund 10 - GENERAL FUND Total:</b>					<b>25,615.55</b>
<b>Fund: 21 - CAPITAL IMPROVEMENTS FUND</b>					
RIVERSIDE, CITY OF	03/15/16	03/16/2016	RECORDER OF DEEDS/BELGIA	21-020-000-51007	69.00
RIVERSIDE, CITY OF	03/15/16	03/16/2016	RECORDER OF DEEDS/PAULH	21-020-000-51007	69.00
RIVERSIDE, CITY OF	03/15/16	03/16/2016	RECORDER OF DEEDS/BURCH	21-020-000-51007	138.00
<b>Fund 21 - CAPITAL IMPROVEMENTS FUND Total:</b>					<b>276.00</b>
<b>Grand Total:</b>					<b>25,891.55</b>



# Expense Approval Report

By Fund

Payment Dates 03/23/2016 - 03/23/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
ROBIN KINCAID	03/10/16	03/23/2016	REIMB TRVL EXPENSE/CITY CL	10-112-000-36000	238.95
TIME WARNER	101773501 03/16	03/23/2016	CABLE SERVICE	10-224-000-25600	123.69
AFLAC	501773	03/23/2016	EMPLOYEE PREMIUMS	10-20008	90.40
KCMO WATER SERVICES DEPA	61445903546971 03/16	03/23/2016	2901 NW VIVION RD	10-336-108-25400	24.10
KCMO WATER SERVICES DEPA	61467003549087 03/16	03/23/2016	4200 RIVERSIDE ST	10-337-101-25400	510.04
KCMO WATER SERVICES DEPA	61467103549090 03/16	03/23/2016	4498 HIGH DR	10-337-104-25400	61.54
KCMO WATER SERVICES DEPA	61468303549219 03/16	03/23/2016	2990 NW VIVION RD	10-337-103-25400	211.30
SAM'S CLUB DIRECT	006371	03/23/2016	SUPPLIES	10-112-000-53900	531.63
JENNIFER ENNA	03/18/16	03/23/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	16.49
KCPL SERVICE PMTS	3823-35-2154 03/16	03/23/2016	2025 VALLEY	10-336-112-25000	580.35
ICMA-RC VANTAGEPOINT	41142023	03/23/2016	EMPLOYEE W/H 03/18 PAYRO	10-20006	900.68
ICMA-RC VANTAGEPOINT	41142057	03/23/2016	EMPLOYEE W/H 03/18 PAYRO	10-20006	125.00
TUCKER, ALLEN	03/21/16	03/23/2016	REIMB SECURITY DEPOSIT	10-20010	50.00
PAUL CAMPBELL	03/22/16	03/23/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	694.50
CAMPBELL, GENEVA	03/23/16	03/23/2016	BUNNY COSTUME RENTAL	10-341-100-44400	74.82
SCHMIDT, EDWARD E	03/23/16	03/23/2016	BAND/SENIOR DANCE	10-341-100-44522	180.00
GEORGE CLINTON	07/15/15	07/15/2015	REIMB BOND/FIREWORKS	10-20500	1,000.00
<b>Fund 10 - GENERAL FUND Total:</b>					<b>5,413.49</b>
<b>Grand Total:</b>					<b>5,413.49</b>



# Expense Approval Report

## By Fund

Payment Dates 03/30/2016 - 03/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
SAM'S CLUB DIRECT	009008	03/30/2016	SUPPLIES	10-221-000-44512	38.14
SAM'S CLUB DIRECT	999999 02/16	03/30/2016	MEMBERSHIP/DRESSLER, STU	10-112-000-34500	30.00
SAM'S CLUB DIRECT	004841	03/30/2016	SUPPLIES	10-224-000-50500	79.44
SAM'S CLUB DIRECT	999999 03/16	03/30/2016	MEMBERSHIP RENEWAL	10-112-000-34500	315.00
RASCO, STACEY	03/15/16	03/30/2016	REIMB TRVL EXPENSE/SPRING	10-112-000-36000	194.40
AT&T	816A5000371267 03/16	03/30/2016	2950 NW VIVION RD	10-112-000-27000	69.28
MISSOURI GAS ENERGY	0627451111 03/16	03/30/2016	2990 NW VIVION RD	10-337-103-25200	237.96
MISSOURI GAS ENERGY	3730422222 03/16	03/30/2016	4200 NW RIVERSIDE DR	10-337-101-25200	91.16
MISSOURI GAS ENERGY	4413651111 03/16	03/30/2016	4498 NW HIGH DR	10-337-104-25200	366.83
SAM'S CLUB DIRECT	005855	03/30/2016	SUPPLIES	10-224-000-50500	31.48
LEVEL 3 COMMUNICATIONS,	42967378	03/30/2016	2950 NW VIVION RD	10-112-000-27000	660.59
PACIFIC TELEMAGEMENT S	826058	03/30/2016	EH YOUNG	10-336-107-27000	78.00
PACIFIC TELEMAGEMENT S	826058	03/30/2016	POOL	10-336-110-27000	75.00
PACIFIC TELEMAGEMENT S	826058	03/30/2016	COMMUNITY CENTER	10-341-000-27000	75.00
JOHNSON, JONNA	03/25/16	03/25/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	49.18
KC WEB	170954	03/30/2016	INTERNET SERVICE	10-112-000-27000	200.00
KCPL SERVICE PMTS	0512-89-5780 03/16	03/30/2016	2626 NW PLATTE RD	10-336-112-25000	22.16
KCPL SERVICE PMTS	0913-11-1638 03/16	03/30/2016	4100 NW RIVERSIDE DR	10-337-106-25000	68.53
KCPL SERVICE PMTS	1232-04-9424 03/16	03/30/2016	2901 NW VIVION RD DP01	10-336-108-25000	102.15
KCPL - STREET LTG	1921-09-8495 03/16	03/30/2016	4702 NW HIGH DR	10-331-000-26800	66.21
KCPL SERVICE PMTS	2093-49-0946 03/16	03/30/2016	3880 ARGOSY CASINO PARKW	10-336-113-25000	19.03
KCPL SERVICE PMTS	2130-19-8248 03/16	03/30/2016	4026 ARGOSY CASINO PARKW	10-336-113-25000	19.15
KCPL SERVICE PMTS	2359-60-9788 03/16	03/30/2016	4100 NW RIVERSIDE DR	10-337-106-25000	18.37
KCPL SERVICE PMTS	2953-72-9970 03/16	03/30/2016	4102 NW RIVERSIDE DR	10-337-106-25000	18.37
KCPL SERVICE PMTS	3086-70-0722 03/16	03/30/2016	2950 NW VIVION RD	10-337-102-25000	3,380.09
KCPL - STREET LTG	3147-73-7222 03/16	03/30/2016	2509 W PLATTE TS	10-331-000-26800	51.87
KCPL SERVICE PMTS	3578-68-5006 03/16	03/30/2016	4100 NW RIVERSIDE DR	10-337-106-25000	18.37
KCPL - STREET LTG	3948-82-2408 03/16	03/30/2016	4509 GATEWAY TS	10-331-000-26800	40.90
KCPL SERVICE PMTS	4649-50-9862 3/16	03/30/2016	4100 NW RIVERSIDE DR	10-337-106-25000	212.38
KCPL SERVICE PMTS	4884-79-8490 03/16	03/30/2016	4200 NW RIVERSIDE DR A	10-337-101-25000	20.33
KCPL SERVICE PMTS	5319-48-0868 03/16	03/30/2016	4100 NW RIVERSIDE DR	10-337-106-25000	126.42
KCPL SERVICE PMTS	7556-98-7111 03/16	03/30/2016	1001 NW ARGOSY PKWY	10-336-107-25000	825.91
KCPL SERVICE PMTS	7922-40-5202 03/16	03/30/2016	2990 NW VIVION RD	10-337-103-25000	1,860.14
KCPL SERVICE PMTS	8138-89-2268 03/16	03/30/2016	4103 NW TREMONT RD	10-337-117-25000	456.43
KCPL SERVICE PMTS	8507-74-3245 03/16	03/30/2016	4200 NW RIVERSIDE DR	10-337-101-25000	651.92
KCPL SERVICE PMTS	8555-87-0016 03/16	03/30/2016	4498 NW HIGH DR	10-337-104-25000	1,171.90
KCPL SERVICE PMTS	8712-27-4759 03/16	03/30/2016	4101 VAN DE POPLIER SIREN	10-337-103-25000	29.11
KCPL SERVICE PMTS	8768-51-3516 03/16	03/30/2016	2805 NW VIVION RD	10-336-111-25000	153.52
KCPL SERVICE PMTS	9499-79-6859 03/16	03/30/2016	4500 NW HIGH DR	10-337-105-25000	278.96
KCPL SERVICE PMTS	9775-39-9838 03/16	03/30/2016	4700 HIGH DRIVE	10-337-103-25000	29.24
SAM'S CLUB DIRECT	CF1603	03/30/2016	SERVICE FEE	10-112-000-34500	50.00
<b>Fund 10 - GENERAL FUND Total:</b>					<b>12,282.92</b>
<b>Grand Total:</b>					<b>12,282.92</b>



# Expense Approval Report

By Fund

Post Dates 04/05/2016 - 04/05/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
QUALITY PLUMBING INC	62509	04/05/2016	REMOVED TOILET/CABLED DR	10-337-101-41500	233.12
FP MAILING SOLUTIONS	RI102747048	04/05/2016	ULTIMAIL METER	10-112-000-51500	600.00
P1 GROUP, INC	KC73350	04/05/2016	DRIVE BELT, THERMOSTATS	10-337-104-41500	453.10
P1 GROUP, INC	KC73356	04/05/2016	NEW THERMOSTATE/KITCHE	10-337-104-41500	420.05
MARC	G-I-0006475	04/05/2016	2016 REGIONAL IMAGERY CO	10-819-000-32500	372.96
TYLER TECHNOLOGIES, INC	025-147832	04/05/2016	ACUCORP ACUSERVER, MAIN	10-112-000-40700	1,380.30
MORRIS, MATTHEW S, ATTOR	03/01/16	04/05/2016	INDIGENT LEGAL SERVICE	10-216-000-21301	150.00
PLATTE CO SHERIFF'S DEPT. -	1221	04/05/2016	PRISONER HOUSING - FEBRU	10-216-000-43600	2,695.00
AHA CONSULTING INC	2010160	04/05/2016	WEB HOSTING/SUPPORT	10-112-000-40900	4,200.00
EMBASSY LANDSCAPE GROUP	76572	04/05/2016	GROUNDS MAINTENANCE	10-331-000-21304	4,653.00
BD OF POLICE COMMISSIONE	9876	04/05/2016	DNA SAMPLE	10-221-000-44514	399.00
ALL COPY PRODUCTS, INC	AR1775374	04/05/2016	COPIER USAGE	10-112-000-32300	249.82
GARY D CRAWFORD	03/10/16	04/05/2016	CUT TREES ALONG TRAIL	10-336-000-42000	2,200.00
LIBERTY, CITY OF	6564	04/05/2016	NORTHLAND LEGISLATIVE DIN	10-102-000-36000	60.00
LIBERTY, CITY OF	6564	04/05/2016	NORTHLAND LEGISLATIVE DIN	10-112-000-36100	177.76
JOHNSON BUSINESS CARDS	896	04/05/2016	BUSINESS CARDS/MINOR, WI	10-224-000-32000	140.00
G.NEIL CORPORATION	INV3754807	04/05/2016	RENEWAL/POSTER GUARD	10-115-000-21300	69.99
G.NEIL CORPORATION	INV3754808	04/05/2016	RENEWAL/POSTER GUARD	10-115-000-21300	69.99
G.NEIL CORPORATION	INV3754809	04/05/2016	RENEWAL/POSTER GUARD	10-115-000-21300	69.99
G.NEIL CORPORATION	INV3754810	04/05/2016	RENEWAL/POSTER GUARD	10-115-000-21300	69.99
INFORMATION FUND	49285	04/05/2016	MONTHLY SALES, USE TAX RE	10-112-000-40700	105.00
REJIS COMMISSION	INV0047285	04/05/2016	LEWEB SUBSCRIPTION	10-223-000-43401	643.46
REJIS COMMISSION	INV0047295	04/05/2016	LEWEB SUBSCRIPTION	10-216-000-43400	20.20
MAIL WORKS	22540	04/05/2016	NEWSLETTER	10-112-000-32001	48.99
MAIL WORKS	22540	04/05/2016	NEWSLETTER	10-112-000-51500	767.51
PLATTE COUNTY	03/16/16	04/05/2016	AGREEMENT/ACCESS TO REC	10-112-000-34000	600.00
MR MAT	522206	04/05/2016	ENTRY MATS	10-337-102-41500	29.59
MR MAT	522207	04/05/2016	ENTRY MATS	10-337-101-41500	24.52
MR MAT	522208	04/05/2016	SWIPE TOWELS, DUST MOP,	10-337-104-41500	39.13
MR MAT	522209	04/05/2016	ENTRY MATS	10-337-103-41500	30.43
LANDMARK NEWSPAPER, THE	23383	04/05/2016	NOTICE PUBLIC HEARING/SPE	10-819-000-32700	47.99
PATEK & ASSOCIATES LLC	3438	04/05/2016	CONSULTING SERVICE - APRIL	10-112-000-21300	3,500.00
911 CUSTOM, LLC	21393	04/05/2016	PLATE, MOUNTING SPACES, C	10-221-000-41000	57.63
WILLIAMS & CAMPO, P.C.	7327	04/05/2016	LEGAL SERVICE	10-112-000-20300	4,803.40
ALL COPY PRODUCTS, INC	AR1776825	04/05/2016	COPIER USAGE	10-112-000-32300	202.06
ALL COPY PRODUCTS, INC	AR1777077	04/05/2016	TONER	10-112-000-50500	102.94
PLATTE CO SHERIFF'S DEPT. -	MB-PCDC-2016-2	04/05/2016	MEDICAL EXPENSE/NEWMAN	10-216-000-43600	28.28
PLATTE CO SHERIFF'S DEPT. -	MB-PCDC-2016-3	04/05/2016	MEDICAL EXPENSE/BUSH, W	10-216-000-43600	5.20
PLATTE CO SHERIFF'S DEPT. -	MB-PCDC-2016-4	04/05/2016	MEDICAL EXPENSE/HENDERS	10-216-000-43600	36.70
DAMON PURSELL	194859	04/05/2016	YARD WASTE DISPOSAL	10-331-000-26000	303.00
TOWNER COMMUNICATIONS,	1277	04/05/2016	SERVICE/CORDLESS HANDSET	10-112-000-27000	644.16
TOWNER COMMUNICATIONS,	1277	04/05/2016	SERVICE/CORDLESS HANDSET	10-224-000-40703	154.00
TOWNER COMMUNICATIONS,	1278	04/05/2016	MIT CORDLESS HANDSET & M	10-221-000-44507	269.54
TOWNER COMMUNICATIONS,	1278	04/05/2016	MIT CORDLESS HANDSET & M	10-223-000-50031	269.54
KC WIRELESS INC	47676	04/05/2016	REPLACED OVER TIGHTENED	10-221-000-40000	23.50
BD OF POLICE COMMISSIONE	M020842	04/05/2016	ALERT SYSTEM USER - FEBRU	10-223-000-43401	193.72
APPLIED CONCEPTS INC	285765	04/05/2016	LEGACY DUAL S/L DISPLAY WI	10-221-000-40000	155.00
MR MAT	522450	04/05/2016	ENTRY MATS	10-337-101-41500	24.52
MR MAT	522451	04/05/2016	ENTRY MATS	10-337-103-41500	30.43
MR MAT	522452	04/05/2016	ENTRY MATS	10-337-102-41500	29.59
WILLIAMS & CAMPO, P.C.	7342	04/05/2016	LEGAL SERVICE	10-112-000-20300	3,995.63
WILLIAMS & CAMPO, P.C.	7342	04/05/2016	LEGAL SERVICE	10-226-000-20300	266.88
ALLEN, GIBBS, & HOULIK, L.C.	905442	04/05/2016	PAYROLL SERVICES	10-115-000-31600	645.22

## Expense Approval Report

Post Dates: 04/05/2016 - 04/05/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHRED-IT US JV LLC	9409955965	04/05/2016	SHREDDING/CITY HALL	10-112-000-50500	75.21
MARC	D-I-0002343	04/05/2016	RHSCC EMERGENCY SERVICES	10-112-000-34500	1,890.00
NEW DIRECTIONS BEHAVIORA	220050	04/05/2016	2ND QTR EAP SERVICES	10-115-000-21300	345.35
ALPHAGRAPHICS #190	44377	04/05/2016	NEWSLETTER	10-112-000-32001	1,161.05
MR MAT	522695	04/05/2016	ENTRY MATS	10-337-101-41500	24.52
MR MAT	522696	04/05/2016	ENTRY MATS	10-337-102-41500	29.59
MR MAT	522697	04/05/2016	ENTRY MATS	10-337-103-41500	30.43
L 3 COM MOBILE VISION INC	0237521-IN	04/05/2016	DVR USB JACK ON FRONT PA	10-221-000-40001	218.45
LITTLER MENDELSON, P.C.	4421002	04/05/2016	LEGAL SERVICES	10-226-000-20300	726.00
DAMON PURSELL	194417	04/05/2016	YARD WASTE DISPOSAL/	10-331-000-26000	1,045.00
P1 GROUP, INC	KC73376	04/05/2016	THERMOSTAT/SOUTH BYM R	10-337-104-41500	551.49
P1 GROUP, INC	KC73377	04/05/2016	THERMOSTAT/NORTH GYM R	10-337-104-41500	561.49
P1 GROUP, INC	KC73378	04/05/2016	THERMOSTAT/KITCHEN ROOF	10-337-104-41500	203.50
P1 GROUP, INC	KC73414	04/05/2016	HEATING CONTROLS/FIRE BA	10-337-103-41500	2,301.90
CARTERENERGY CORPORATIO	2877630	04/05/2016	FUEL PURCHASE	10-224-000-54100	34.14
<b>Fund 10 - GENERAL FUND Total:</b>					<b>45,959.95</b>

**Fund: 21 - CAPITAL IMPROVEMENTS FUND**

CAPITAL ELECTRIC LINE BUILD	35888	04/05/2016	TRAFFIC SIGNAL MAINT	21-025-000-53000	1,473.85
CARPET CORNER INC	352482	04/05/2016	CARPET/ REMOVE & DISPOSE	21-039-000-53000	1,077.24
HOUSTON EXCAVATING	125	04/05/2016	PUSH FILL/RINKER SITE	21-020-000-54000	24,555.00
K & G STRIPING, INC.	160005-7	04/05/2016	RELOCATION/TRUNCATED DO	21-025-000-53000	1,200.00
PHOENIX CONCRETE & UNDE	1519	04/05/2016	REMOVE & REPLACE/ADA RA	21-025-000-53000	2,953.00
PHOENIX CONCRETE & UNDE	1520	04/05/2016	REMOVE, REPLACE CURB & G	21-025-000-53000	2,990.00
HOUSTON EXCAVATING	126	04/05/2016	LAY DOWN FILL/RINKER SITE	21-020-000-54000	24,335.00
STERLING CONSTRUCTION	03/22/16	04/05/2016	POOL- BLASTING & PAINTING	21-039-000-53000	17,600.00
ENCOMPAS CORPORATION	3331	04/05/2016	WORK STATIONS/COMMUNIT	21-039-000-53000	5,595.82
TENOCH CONSTRUCTION, INC	9 & FINAL	04/05/2016	2013-14 STREET MAINTENAN	21-025-000-53000	1,850.00
AL BOWMAN & SON'S S.O.S	32389	04/05/2016	LOCK/COMMUNITY CENTER	21-039-000-53000	108.00
LANDMARK NEWSPAPER, THE	23378	04/05/2016	NOTICE TO BID/GARAGE RE-R	21-039-000-53000	35.71
SOSAYA & SONS CONSTRUCTI	2925	04/05/2016	INSTALL POLE/ARGOSY	21-025-000-53000	975.00
<b>Fund 21 - CAPITAL IMPROVEMENTS FUND Total:</b>					<b>84,748.62</b>

**Fund: 23 - Horizons CID**

EMBASSY LANDSCAPE GROUP	76578	04/05/2016	GROUNDS MAINTENANCE	23-331-000-21300	649.00
<b>Fund 23 - Horizons CID Total:</b>					<b>649.00</b>

**Fund: 30 - CAPITAL EQUIPMENT FUND**

ENET, LLC	4542	04/05/2016	REPLACEMENT SERVER/LASER	30-112-000-62000	5,924.69
ENET, LLC	4543	04/05/2016	WORKSTATION, LAPTOP, MO	30-112-000-62000	2,493.58
EVERLASTING SIGN & ART	14343	04/05/2016	POLICE GRAPHICS/TAHOE UNI	30-221-000-60000	871.50
KC WIRELESS INC	47623	04/05/2016	INSTALLED CONSOLE, TRUNK	30-221-000-60000	1,455.37
KC WIRELESS INC	47624	04/05/2016	REMOVED CONSOLE, TRUNK	30-221-000-60000	182.80
<b>Fund 30 - CAPITAL EQUIPMENT FUND Total:</b>					<b>10,927.94</b>

**Fund: 50 - OFFICER TRAINING FUND**

PLATTE CO SHERIFF'S DEPT	03/29/16	04/05/2016	REGISTRATION/4 OFFICERS	50-221-000-31700	420.00
<b>Fund 50 - OFFICER TRAINING FUND Total:</b>					<b>420.00</b>

**Fund: 52 - PAL FUND**

FIRST STUDENT, INC	11185956	04/05/2016	CHARTER BUS/ARROWHEAD	52-221-000-44510	256.50
<b>Fund 52 - PAL FUND Total:</b>					<b>256.50</b>

**Grand Total: 142,962.01**

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# MEMORANDUM

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March 30, 2016

**TO:** Mayor and Board Members  
**FROM:** Gregory P. Mills  
**SUBJECT:** Consolidated YMCA Riverside Management Agreement

The City has three different agreements with the YMCA:

1. Aquatic Management Services Agreement
2. Fitness Class Agreement
3. Summer Camp Program Services Agreement

Each of the agreements needed to be slightly updated and for ease of administration and clarification all three have been combined into one agreement. The final version submitted for approval has been reviewed and agreed to by both City and YMCA staff and their respective attorneys. No substantive changes have been made to either of the individual agreements.



Gregory P. Mills



**RESOLUTION NO. R- 2016-012**

**A RESOLUTION AUTHORIZING THE CITY OF RIVERSIDE TO ENTER INTO A CONSOLIDATION MANAGEMENT AND SERVICES AGREEMENT WITH THE YMCA OF GREATER KANSAS CITY**

**WHEREAS**, the City of Riverside and the YMCA have previously entered into separate agreements whereby the YMCA has been retained to oversee and manage certain operations of the City's Community Center, including an outdoor swimming pool, as well as providing fitness classes and a summer camp program; and

**WHEREAS**, for ease of administration and clarification, the parties wish to consolidate and restate all three existing agreements into this Agreement; and

**WHEREAS**, the City's Board of Aldermen believes that the City's best interests are promoted and aided by entering into a Consolidated Agreement with the YMCA for the provision of the pool management, fitness classes, and summer day camp programming.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

THAT the Consolidated YMCA/Riverside Management and Services Agreement, between the YMCA and the City of Riverside, attached hereto in its substantial form, is hereby authorized and approved;

FURTHER THAT the Mayor or City Administrator are authorized and directed to execute the Consolidated YMCA/Riverside Management and Services Agreement, together with any and all documents necessary or incidental to the performance thereof, and the City Clerk is authorized to attest to the same;

FURTHER THAT city staff is authorized and directed to perform all acts necessary or desirable to effectuate the intent of this Resolution.

PASSED AND ADOPTED by the Board of Aldermen and APPROVED by the Mayor of the City of Riverside, Missouri, the \_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## **CONSOLIDATION YMCA/RIVERSIDE MANAGEMENT AND SERVICES AGREEMENT**

THIS CONSOLIDATION YMCA/RIVERSIDE MANAGEMENT AND SERVICES AGREEMENT (the “**Agreement**”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY (“**YMCA**”), a not-for-profit corporation of the State of Missouri and the CITY OF RIVERSIDE, Missouri (“**CITY OF RIVERSIDE**”), a political subdivision of the State of Missouri:

### **RECITALS**

WHEREAS, CITY OF RIVERSIDE and the YMCA have previously entered into the following Agreements whereby the YMCA as a qualified independent contractor has been retained to oversee and manage certain operations of CITY OF RIVERSIDE’s Riverside Community Center located at 4498 N.W. High Drive, Riverside, Missouri 64150 (the “**Community Center**”), including an outdoor swimming pool a part thereof (the “**City Pool**”), and which services have included providing fitness classes and a Summer Camp Program (the “**Summer Camp**”):

1. Aquatic Management Services Agreement dated March 15, 2011 (renewed through 2015) (the “**Pool Agreement**”);
2. Services Agreement dated August 6, 2013, as amended by a First Amendment dated March 4, 2014, regarding “**Fitness Classes**” at the Riverside Community Center (the “**Fitness Classes Agreement**”); and
3. a Summer Camp Program Services Agreement signed by CITY OF RIVERSIDE on April 21, 2015, and by the YMCA on May 6, 2015 (the “**Summer Camp Program**” or the “**Summer Camp Agreement**”) (together, said three Agreements are sometimes referred to as the “**Existing Agreements**”).

WHEREAS, for ease of administration and clarification, the parties wish to consolidate and restate all three Existing Agreements into this Agreement;

WHEREAS, the primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA’s primary purpose in the Kansas City Metropolitan Area, the YMCA, among other activities, manages community center and swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services and coordination of instructional and competitive swimming programs and runs summer camp programs; and

WHEREAS, the YMCA, in furtherance of its primary purpose, desires to continue to assist CITY OF RIVERSIDE in the management and operation of its Community Center and City Pool and its swimming and Fitness Classes and Summer Camp Program at such facilities.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

**ARTICLE I**  
**SWIMMING POOL MANAGEMENT, STAFFING, MAINTENANCE AND**  
**DAYS/HOURS OF OPERATION**

1.1 Pool, in General. During the Term applicable to the City Pool set out below, the YMCA shall provide general management, direction, operating policy coordination and maintenance for the City Pool. Those YMCA responsibilities shall include the following:

1.1.1 Pool Staffing; No Unauthorized Aliens. The YMCA will provide on-site staff from the YMCA which shall include a Head Lifeguard, Lifeguard Staff and a City Pool Manager. Such staff shall be assigned as hours of operation and activities require including all admission activities with either the Head Lifeguard or the City Pool Manager being on duty at all times. All Pool on-site YMCA staff shall be fully-certified lifeguards, with a current Lifeguard Training qualification, who have received C.P.R. training and certification as required for other YMCA pools in the Kansas City Metropolitan Area. The YMCA agrees to comply with, and provide any necessary affidavits under, R.S.Mo. Section 285.530 to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the services to be provided hereunder.

1.1.2 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional YMCA personnel staffing of the City Pool.

1.1.3 Admission to City Pool. The YMCA will provide qualified supervision staff trained for access control, as agreed by CITY OF RIVERSIDE and YMCA, during all hours of operation and for all activities located at the City Pool.

1.1.4 Rules and Regulations. All users of the City Pool will be required to follow the YMCA Pool Rules and Protocols set out in **Attachment 1** attached hereto and made a part hereof, as the same may be reasonably supplemented or amended by the YMCA. The YMCA will also use its reasonable best efforts to enforce all reasonable rules and regulations for the City Pool as may be established by CITY OF RIVERSIDE.

1.1.5 Pool Maintenance in General. During the Term applicable to the City Pool, the YMCA shall provide limited maintenance services for the City Pool as follows:

1.1.6 Equipment and Supplies. The YMCA will assist CITY OF RIVERSIDE from time to time with determining specifications for necessary equipment and supplies for the City Pool's operation.

1.1.7 Maintenance and Cleaning. The YMCA will provide necessary maintenance and cleaning of pools, decks, restrooms, locker rooms and showers, storage facilities and other areas of the City Pool prior to season opening and daily thereafter such that the pools and related facilities are maintained in a clean, uncluttered condition at all times, all

consistent with those activities contained in Attachment A. The YMCA will be responsible for maintaining the condition of the City Pool in conformity with the standards, rules and regulations set by the local health authority. The YMCA shall not be responsible for the condition of the City Pool, equipment and related buildings and facilities prior to the YMCA's signing of the Pool Agreement. The YMCA will not be responsible for adverse conditions of the City Pool or surrounding areas caused by the action of CITY OF RIVERSIDE.

1.1.8 Chemical Testing. The YMCA shall maintain accurate chemical tests and usage records on a daily basis and maintain appropriate first aid kit(s) in compliance with local health standards and American Red Cross guidelines.

1.1.9 Certain City Obligations. If the City Pool needs chemical adjustment or its facilities need maintenance or repair, the YMCA will contact the Public Works Department of CITY OF RIVERSIDE. Said Public Works Department, as soon as reasonably possible, will provide the YMCA with the necessary chemicals to apply, or apply them, or will provide the necessary maintenance services, as the case may be. CITY OF RIVERSIDE will supply the YMCA with a cell phone for contacting its Public Works Department.

1.1.10 Damage to City Pool Facilities. Any damage to the City Pool and its facilities by CITY OF RIVERSIDE residents or other authorized users of the City Pool, or any damage caused by persons other than YMCA employees or agents, shall be the responsibility of CITY OF RIVERSIDE. Any structural or wear and tear repairs or maintenance and replacements required for the City Pool and related equipment and to the building facilities related to the City Pool shall be the responsibility of CITY OF RIVERSIDE unless caused by the YMCA's, or its employees' or agents' negligence or willful misconduct.

1.1.11 Regular Hours. The YMCA shall be responsible to open and operate the City Pool for open swim to the public from the Saturday prior to Memorial Day through Labor Day, during the following hours of operation:

Monday through Saturday: 12 p.m. to 8 p.m.

Sunday: 12 p.m. to 6 p.m.

1.1.12 Special Hours; Staffing Costs. City Pool availability at times other than regularly scheduled hours of operation and arrangements for use, shall be agreed upon in advance between the YMCA and CITY OF RIVERSIDE. In addition to the regular season sum set out in Section 4.1 below, CITY OF RIVERSIDE shall be responsible for payment to the YMCA for the hourly fee for lifeguards and other staff. The rate is \$15.00 per hour per lifeguard including 1/2 hour for cleanup. CITY OF RIVERSIDE agrees to use its reasonable best efforts to give the YMCA no less than three (3) weeks' notice of such events and the YMCA agrees to bill the City separately for these events.

1.1.13 Pool Closures. The YMCA reserves the right to close the City Pool during inclement weather at the reasonable discretion of the Head Lifeguard on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or if the temperature drops below 65 degrees

(Health Department recommendation). The City Pool will reopen when the Head Lifeguard on duty deems it safe for persons to return to the water. YMCA shall contact Riverside City Hall and Riverside Public Works Department prior to closing and reopening.

## **ARTICLE II**

### **FITNESS PROGRAM MANAGEMENT AND STAFFING**

2.1 Fitness Program in General. During the Term of this Agreement applicable to the Fitness Classes at the Community Center, the YMCA shall provide general management, operation and programming for the Fitness Classes at the Community Center. YMCA's rights pursuant to this Agreement are non-exclusive, and the City reserves the right for itself or others to provide Fitness Classes. Fitness Classes are defined as classes which promote the overall health and wellbeing of those participating. The management, operation and programming responsibilities of the YMCA shall include the following:

2.1.1 Staffing. The YMCA will provide on-site staff from the YMCA as required for each Fitness Class. Such staff shall be assigned as hours of operation and activities require. The YMCA has hired a program director to work at the Community Center on or about March 1, 2014. Once this program director was hired and the programs launched, the YMCA has agreed to provide up to twenty (20) hours of additional group exercise classes and conduct a community survey (both on-line and through direct mail) to help determine what new classes might be implemented at the Community Center.

2.1.2 No Unauthorized Aliens. The YMCA agrees to comply with, and provide any necessary affidavits under Section 285.530, R.S.Mo. to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the Fitness Classes services to be provided hereunder.

2.1.3 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional staffing for the Fitness Classes.

2.1.4 Rules and Regulations. YMCA will use its reasonable best efforts to enforce all reasonable rules and regulations for the Community Center use as may be established by the CITY OF RIVERSIDE.

2.2 YMCA Use of Facilities. Through coordination with the CITY OF RIVERSIDE from time to time, during the Term of this Agreement, YMCA for no rent or fees, but at the YMCA's cost for supplies and consumables, may reasonably use the Community Center for usual and customary YMCA purposes when not programmed for use by the CITY OF RIVERSIDE. The YMCA shall be responsible to reimburse the CITY OF RIVERSIDE for any loss or damage resulting from such YMCA use of the Community Center and the YMCA shall defend, indemnify and hold the CITY OF RIVERSIDE harmless with respect to any claims or litigation arising out of such YMCA use of the Community Center.

**ARTICLE III**  
**SUMMER CAMP PROGRAM MANAGEMENT, STAFFING AND SCHEDULE**

3.1 In General. During the Term of this Agreement applicable to the Summer Camp Program, the YMCA shall provide general management, direction and operating policy coordination for the Riverside Community Center Summer Camp Program. Those responsibilities shall include the following:

3.1.1 Staffing. The YMCA will provide on-site staff from the YMCA which shall include a staff-to-camper ratio of 1:15 for 5 to 12 year olds. The number of campers allowed to participate at any one time shall be limited to a maximum of 40. Staffing shall include one (1) full time Program Director, one (1) full time Camp Director, one (1) full time assistant camp director, and such other part time Camp Associates to ensure proper staff-to-camper ratio. Such staff shall be assigned as hours of operation and activities require. All on-site YMCA staff shall be trained as follows:

- First Aid/CPR required for all Camp Directors and Program Leads
- Epi Pen/Medication — required for all Camp Directors and Program Leads
- Y-USA Day Camp Director - required for all Camp Directors and Program Leads
- Overnight Leadership Training - required for all Program Directors, Camp Directors and Program Leads
- Risk Management Online Training Series — required for all Camp Associates
- All Summer Associate Training required for all Camp Associates

3.1.2 No Unauthorized Aliens. The YMCA agrees to comply with, and provide any necessary affidavits under, R.S.Mo. Section 285.530 to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the Summer Camp Program services to be provided hereunder.

3.1.3 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional staffing of the Summer Camp Program.

3.1.4 Transportation and Admission to Program Activities. The YMCA will provide qualified supervision staff trained for transportation and access control, as reasonably agreed by CITY OF RIVERSIDE and YMCA, during all program hours of operation and for all on-site or off-site program activities.



3.1.5 Rules and Regulations. The YMCA will use its reasonable best efforts to enforce all reasonable rules and regulations for the Community Center use as may be established by CITY OF RIVERSIDE.

3.2 Access to Facilities. The YMCA shall have exclusive use of the Community Center meeting rooms from May 31, 2016, through July 29, 2016. In addition to the Community Center meeting rooms, the YMCA will have access to the City Pool during regular pool hours when certified lifeguards are on duty and the gymnasium when it is not otherwise programmed for use by the CITY OF RIVERSIDE.

3.3 Snack and Lunch Program. The YMCA will provide a healthy morning and afternoon snack every day in connection with the Summer Camp Program that follows the YMCA's Healthy Eating and Physical Activity Standards of serving fruits or vegetables with water as the primary beverage. In addition, the YMCA will apply to the Harvesters Kids Café Lunch Program to provide a healthy lunch for eligible campers each day. If funding and delivery of lunch meals is not provided through the Harvesters Kids Café Lunch Program, then campers will be required to bring their own lunch each day.

3.4 Community Center Maintenance, in General. During the Term applicable to the Summer Camp Program, the YMCA shall provide limited maintenance services for the Community Center as follows:

3.4.1 Equipment and Supplies. The YMCA will provide all equipment and supplies as deemed necessary for the Summer Camp Program operation, including, but not limited to refrigerator, storage cabinets, shelving, tables, and chairs. CITY OF RIVERSIDE will provide all equipment and supplies as deemed necessary for cleaning and maintenance of the Community Center building.

3.4.2 Maintenance and Cleaning. The YMCA will provide necessary maintenance and cleaning of the Community Center meeting rooms utilized for the Summer Camp Program such that the meeting rooms are maintained in a clean, uncluttered condition at all times. CITY OF RIVERSIDE staff will clean the meeting room floors according to its regular cleaning schedule. On a daily basis, the YMCA will be responsible for maintaining the condition of the meeting rooms in conformity with the standards, rules and regulations set by the Missouri Department of Health and Senior Services. The YMCA shall not be responsible for the condition of the Community Center meeting rooms prior to commencement of the Summer Camp Program. The YMCA will not be responsible for adverse conditions of the Community Center meeting rooms or surrounding areas caused by the action of CITY OF RIVERSIDE.

3.4.3 Certain City Obligations. If the Community Center meeting rooms need maintenance or repair, the YMCA will contact the Public Works Department of CITY OF RIVERSIDE. Said Public Works Department, as soon as reasonably possible, will provide the necessary maintenance services.

3.4.4 Damage to Community Center Facilities. Any damage to the Community Center building and its facilities by CITY OF RIVERSIDE residents or other authorized users of the Community Center, or any damage caused by persons other than YMCA employees or

agents, shall be the responsibility of CITY OF RIVERSIDE. Any structural or wear and tear repairs or maintenance and replacements required for the Community Center building facilities and related equipment shall be the responsibility of CITY OF RIVERSIDE unless caused by the YMCA's, or its employees' or agents' negligence or willful misconduct.

3.5 Schedule. The YMCA shall operate the Summer Camp Program from 7 a.m.-6 p.m. Monday-Friday. Access to the Community Center shall be provided by the CITY OF RIVERSIDE no earlier than 6:30 a.m. to provide an opportunity for the YMCA to set up for the day's activities.

3.6 Days of Operation. The YMCA shall conduct the Summer Camp Program daily Monday through Friday from May 31, 2016, through July 29, 2016, with the exception of July 4<sup>th</sup>.

#### **ARTICLE IV** **COMPENSATION**

4.1 Swimming Pool Services. CITY OF RIVERSIDE shall compensate YMCA for oversight and management of the City Pool for the 2016 season for a fee of \$67,460 for the entire swimming season, to be billed in four equal monthly installments of \$16,865 each at the beginning of each month from June through September. The YMCA will increase the fee 5% annually after the 2016 season to account for increase personnel costs.

4.2 Fitness Center Services. CITY OF RIVERSIDE will pay YMCA \$3,500.00 per month beginning with the month of March and ending June 30<sup>th</sup> of each calendar year during the Term of this Agreement. This monthly compensation amount will be reduced or offset by the monthly value of new YMCA memberships fulfilled by CITY OF RIVERSIDE residents on or after March 1, 2014. The parties agree that the baseline membership number, as of March 1, 2014 (by which to measure offsets), is 250.

4.3 Summer Camp Program. YMCA shall offer its Summer Camp Program to Riverside residents for a weekly fee of 20% off base rate, with all such payments to be retained by YMCA. In addition, Riverside residents shall be eligible for financial assistance scholarships up to 50% based on YMCA eligibility standards. Program fees for non-Riverside residents shall be set by the YMCA of Greater Kansas City and families that qualify for the free and reduced lunch program will be awarded scholarship based on YMCA eligibility standards.

4.4 Other Agreements. CITY OF RIVERSIDE shall pay all such YMCA invoices within ten (10) days of receipt. CITY OF RIVERSIDE shall provide the Community Center rooms and other Community Center and City Pool facilities at no charge to YMCA.

#### **ARTICLE V** **INSURANCE AND INDEMNIFICATION; RELATIONSHIP**

5.1 Insurance. The parties shall maintain insurance as follows:

5.1.1 YMCA. During the Term of this Agreement, the YMCA shall maintain automobile and commercial liability insurance, including insurance covering the professional

liability of its manager and lifeguards and staff, with companies rated “A” or better by Best Insurance Guide, to protect against any liability arising out of the performance of the YMCA’s obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and CITY OF RIVERSIDE shall be named as an additional named insured on all such policies. The YMCA shall also maintain such Worker’s Compensation insurance as is required by Missouri law, covering its employees and agents. CITY OF RIVERSIDE acknowledges that under the Existing Agreements that the YMCA has delivered to CITY OF RIVERSIDE certificate(s) of insurance evidencing compliance with this Section.

5.1.2 CITY OF RIVERSIDE. During the Term of this Agreement, CITY OF RIVERSIDE shall maintain Commercial Liability insurance with companies rated “A” or better by Best Insurance Guide or by such other public entity risk management income pool, company or agency authorized to insure governmental entities in the State of Missouri, to protect against liability for existence hazards of the Community Center facilities and premises, including the City Pool. The YMCA shall be named as an additional insured on all such policies. The YMCA acknowledges that under the Existing Agreement, CITY OF RIVERSIDE has delivered to the YMCA certificate(s) of insurance evidencing compliance with this Section.

5.2 Relationship; Indemnity by YMCA. The parties agree that YMCA is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Community Center, including the City Pool and the Summer Camp Program, and that neither the YMCA nor any employee or agent of YMCA is an employee of CITY OF RIVERSIDE. The YMCA shall defend, indemnify and hold harmless CITY OF RIVERSIDE from any and all liability, and all liability and claims, including reasonable attorneys’ fees, arising out of or in any way connected with the negligent or willful misconduct performance by YMCA, its employees or agents of YMCA’s obligations under this Agreement.

5.3 Certain City Employee(s). The parties recognize and agree that any CITY OF RIVERSIDE employees volunteering or otherwise providing any service to the YMCA with respect to this Agreement shall nevertheless remain on the City’s payroll and under the City’s worker’s compensation and any other City fringe benefit programs. And, such City employees shall not be subject to or covered by the YMCA’s worker’s compensation nor any such YMCA employee programs or fringe benefits. All employers must ensure that backgrounds screening including current background checks and references are being conducted on their associates.

## **ARTICLE VI**

### **OVERALL STANDARD OF CARE AND PERFORMANCE BY YMCA**

Notwithstanding any other provisions of this Agreement, the YMCA in providing the Community Center and the City Pool and related facilities management and operational services and the Fitness Classes and Summer Camp Program services described in this Agreement, shall not be required to do more, and shall not do less, than the YMCA generally does at YMCA owned and operated community centers and pools and facilities and summer camps in the Kansas City Metropolitan Area which are similar to the Community Center, City Pool, Fitness Classes and the Summer Camp Program.

**ARTICLE VII**  
**TERM**

The YMCA services under this Agreement shall be provided with respect to the following through the end of 2016 (the “**Term**”):

City Pool: May 29 to September 6;

Fitness Classes at the Community Center: January 1 to December 31; and

Summer Camp Program: May 31 to July 29;

provided that the parties may mutually agree to renew this Agreement for up to five (5) additional one (1) year periods.

**ARTICLE VIII**  
**FURTHER ACTIONS; REASONABLENESS AND**  
**AUTHORIZED REPRESENTATIVES**

8.1 Actions; Reasonableness and Cooperation. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, whenever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The YMCA and CITY OF RIVERSIDE each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party, such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.

8.2 Authorized Representatives. Until such time as either party shall appoint an alternative representative or representatives, the following named persons shall be deemed an authorized representative for such party with respect to this Agreement and the operation and management of the City Pool and related facilities and the other party shall be entitled to rely on the actions and communications of said person(s) to be those of such party so long as the same are within the scope of this Agreement:

CITY OF RIVERSIDE

Lori Boji, Recreation Supervisor

YMCA:

John Mikos

## **ARTICLE IX**

### **DEFAULT AND REMEDIES**

9.1 Breach or Default. If either party fails to discharge any of its obligations under this Agreement the party failing to perform shall be in breach or default hereof.

9.2 Notice and Cure Rights. Notwithstanding anything to the contrary herein, neither party shall be considered to be in breach or default hereunder until the other party shall have notified the party failing to perform in writing describing such breach or default and such party shall have failed to reasonably cure the breach or default within ten (10) days after receipt of such notice, or if more than ten (10) days shall be reasonably required for such cure because of the nature of the breach or default, such party shall fail to proceed diligently to cure the same or complete such cure within a reasonable time. The party failing to perform shall, nevertheless, remain liable to the other party for any damages or loss caused prior to the cure of a breach or default, including, without limitation all reasonable fees and expenses (including attorneys' fees) incurred by the other party in obtaining such party's cure of a breach or default.

9.3 Remedies. In the event that a party fails to cure any breach or default within the time prescribed in Section 9.2, the other party may, without further notice or demand, pursue such rights and remedies as provided by law and equity generally with respect to the type of breach or default in question.

9.4 Payment/Performance "Under Protest". If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other party, or with respect to one party's performance of an obligation, under the provisions hereof, the party against whom the obligation to pay the money or perform an obligation is asserted shall have the right to make payment or perform such obligation "under protest" and such payment or performance shall not be regarded as a voluntary payment or performance and there shall survive the right on the part of said party to institute permitted actions for the recovery of such protested sum or the cost of such performance and if it shall be finally determined that there was no legal obligation on the part of said party to pay such sum or perform such obligation or any part thereof, said party shall be entitled to recover such sum or the cost of such performance or so much thereof as it was not legally required to pay or perform under the provisions of this Agreement, together with interest thereon at the rate of eight percent (8%) per annum.

## **ARTICLE X**

### **NOTICES**

All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, or by a recognized overnight delivery service, such as FedEx, as follows:

If to CITY OF RIVERSIDE:   CITY OF RIVERSIDE  
2950 N.W. Vivion Road  
Riverside, MO 64150  
Attention: Lori Boji

If to YMCA:

YMCA  
3100 Broadway, Suite 1020  
Kansas City, MO 64111  
Attention: John Mikos

Notices shall be deemed duly given upon hand delivery, or upon mailing, first class postage or overnight delivery charge prepaid, addressed as above indicated. A party may change its address for notices by written notice to the other party. Notices sent by a party's counsel shall be considered as sent by such party.

## **ARTICLE XI** **MISCELLANEOUS**

11.1 Entire Agreement; Modifications. All understandings and agreements heretofore between the parties relating to i) the operation and management of the City Pool, ii) fitness classes, and iii) summer camps are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

11.2 Force Majeure. If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. Provided, however, that this Section shall not be applicable to payments of monies due under this Agreement.

11.3 Waivers. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

11.4 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

11.5 Counterparts. This Agreement may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.



11.6 Captions. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

11.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

11.8 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri with respect to contracts to be wholly performed herein.

11.9 No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.

11.10 Interpretation. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons or parties include successors and assigns.

11.11 When Effective. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall become effective only after the execution and delivery of this Agreement by each of the parties hereto and no course of conduct, oral agreement or written memoranda shall bind either party with respect to the subject matter hereof except this Agreement.

11.12 Survival. In addition to any provisions expressly stated to survive termination of this Agreement, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

11.13 Authority of Signatories. Any person executing this Agreement in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

11.14 Electronic Transactions. The parties agree that the transactions described herein may be conducted and this Agreement and related documents (including signatures of parties to this Agreement and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

11.15 Optional Evidence of Execution. Each party may enter into this Agreement by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**YOUNG MEN’S CHRISTIAN  
ASSOCIATION OF GREATER  
KANSAS CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

**CITY OF RIVERSIDE, MISSOURI**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attach: Attachment 1 – YMCA Pool Rules and Protocols

## **Attachment 1**

### **YMCA Pool Rules and Protocols**

#### **General Pool Rules**

- No running or rough play
- All infants who have not been potty trained must be in a swim diaper along with a swim suit over the diaper
- Shower before entering the pool
- Proper swim attire required
- Whistle Blows: Stop-Look-Listen to the lifeguard
- No prolonged underwater swimming for time and or distance. Competitive and/or repetitive breath holding can be deadly and is not permitted.
- The use of personal equipment or pool toys must be approved by the lifeguard
- Severe weather may require pool closure for your safety
- No diving except in designated areas
- Activities that are considered unsafe by the lifeguard are not permitted

#### **Diving Rules**

- Only one person is allowed on the diving apparatus (including ladder) at a time
- Divers must dive straight from the front end of the board
- Upon surfacing, immediately swim to the nearest ladder
- A diver must wait until the preceding diver has surfaced and reached the ladder
- No general swimming is permitted in the diving area, unless the diving boards are closed by staff
- Diving users must complete a swim test before using the diving boards

#### **Swim Test Policy:**

- Children 14 years of age and under must participate in the evaluation process.
  - o The evaluation process consist of the following:
    - Jump in feet first into the deep end of the pool or submerge using the wall for assistance.
    - Swim the length of the pool on your stomach without assistance. This can be on the surface of the water or underwater.
    - Climb out unassisted.

#### Green Wrist Bands:

- Children with a green wrist band on may swim anywhere in the pool.
- Children 8 and under must be supervised by an adult over the age of 16. The supervising adult must be present on the pool deck at all times.

#### Red Wrist Bands:

- Must be in designated area or within arm's reach of an adult over the age of 16
- Children 5 and under with a red band on must be within arm's reach of an adult over the age of 16. This means the adult needs to be in the pool.
- Children with a red band may not go down the slide unless an adult over the age of 16 catches them at the bottom.
- Children 8 and under must be supervised by an adult over the age of 16. The supervising adult must be present on the pool deck at all times

## **Attachment A**

### **CITY OF RIVERSIDE REQUIRED DAILY SWIMMING POOL MAINTENANCE**

- Skim pool surface
- Brush pool sides
- Vacuum entire pool
- Clean pool gutters
- Remove all debris from drain area
- Hose off pool deck
- Wipe down pool furniture
- Clean locker and restroom facilities before opening; check throughout the day and before closing, clean as needed.
- Collect and dispose of all trash in dumpster
- Collect and deposit all recyclables in recycle container
- Clean all pool office areas
- Clean drinking fountain
- Wipe down all stainless steel features
- Check diving board fasteners
- Lower all umbrellas at closing and place in storage area
- Lower all umbrellas during high wind
- Check security of gates and fence
- Secure all locks and doors at closing

### **Report all maintenance issues to Riverside Public Works**

**During pool open hours; roll up curtain will remain open at check in area and staff will be present to public.**

*This list of maintenance duties are required but not limited to additional requested duties by the City of Riverside along with the maintenance requirements of the YMCA*



2950 NW Vivion Road  
Riverside, Missouri 64150

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**MEMO DATE:** March 28, 2016

**AGENDA DATE:** April 5, 2016

**TO:** The Mayor and the Board of Aldermen

**FROM:** Tom Wooddell

**RE:** City Hall Garage Re-Roof Project

**BACKGROUND:** The City Hall Garage re-roof project was designated as one of the facility improvement projects in the 2015-2016 Budget. The re-roof project was offered to bid in early March. Staff received two bids. The bids received were:

Kirberg Company - \$142,480.00

Cornell Roofing and Sheet Metal Co. - \$ 132,000.00

**Budgetary Impact:** The 2015-2016 Budget included \$225,000.00 for the re-roofing project and facade improvements at the City Hall Garage.

**REVIEWED BY AND RECOMMENDATION:** Staff has reviewed all bids and recommends Cornell Roofing and Sheet Metal Co. for the City Hall Garage re-roof project.

**A RESOLUTION AWARDING THE BID FOR RIVERSIDE CITY HALL GARAGE RE-ROOF PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND CORNELL ROOFING AND SHEET METAL COMPANY FOR SUCH PROJECT**

**WHEREAS**, the City issued an invitation to bid for the Riverside City Hall Garage Re-Roof Project ("Project"); and

**WHEREAS**, the City received two (2) responses to its invitation to bid and the bid submitted by Cornell Roofing and Sheet Metal Company was in the amount of \$132,000.00; and

**WHEREAS**, the Board of Aldermen find that Cornell Roofing and Sheet Metal Company is the lowest responsible bidder and that it is in the best interest of the City to enter into a contract with Cornell Roofing and Sheet Metal Company to perform the Project.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS**

**THAT** the proposal of Cornell Roofing and Sheet Metal Company for the City Hall Garage Re-Roof Project in the amount of \$132,000.00 is hereby accepted and approved; and

**FURTHER THAT** an agreement by and between the City of Riverside and Cornell Roofing and Sheet Metal Company, in substantially the same form as attached hereto and incorporated herein by reference, is hereby authorized and approved; and

**FURTHER THAT** the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside Missouri the \_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## **AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR**

### **Riverside City Hall Garage Re-Roof Project**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Riverside, Missouri ("City"), and \_\_\_\_\_ ("Contractor"), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

### **ARTICLE I DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall mean:

A. "Contractor" A person, firm, or corporation with whom the contract is made by the City.

B. "City" The City of Riverside, Missouri.

C. "City Administrator" That person designated by the City as the City Administrator.

D. "Project" The building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.

E. "Project Manager" The following project manager employed by the City of Riverside to manage the project on behalf of the City: Tom Wooddell.

F. "Subcontractor" A person, firm or corporation supplying labor and materials or only labor for the work at the site of the project for, and under separate contract or agreement with the Contractor.

G. "Substantial Completion" The stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

H. "Work" or "Work on the Project" Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the



project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

I. "Written Notice" Any notice delivered hereunder and the service thereof shall be deemed completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative on the work.

## **ARTICLE II THE PROJECT AND THE WORK**

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

C. The Project Manager shall act as the City's representative during the construction period shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The Project Manager may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Project Manager will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Project Manager, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

### **ARTICLE III CONTRACT AMOUNT**

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of One Hundred Thirty-two Thousand Dollars and no cents (\$132,000.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, bonds, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, bonds, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR

ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

**ARTICLE IV  
PROGRESS OF WORK /SUBMITTALS**

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, not later than 20 calendar days after the date set forth in the Notice to Proceed for commencement of performance of Work. The Contractor will proceed with the work at such rate of progress to insure Substantial completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather, subject to City approval. Contractor shall give the City at least 48 hours' notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

E. SUSPENSION OF WORK. The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

F. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Project Manager in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

G. SHOP DRAWINGS. Contractor shall submit to Project Manager for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Project Manager. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Project Manager's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Project Manager any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Project Manager's review does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

H. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an

interest is retained by the seller.

I. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing approval. Inspections, tests or approvals by the Project Manager or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The Project Manager will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered prior to inspection by the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Contractor's expense. If the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

J. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

K. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to

accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the work.

L. SUBSURFACE CONDITIONS. The Contractor has the responsibility to become familiar with the Project site and the conditions under which work will have to be performed during the construction period prior to bidding. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII.

M. SUPERVISION BY CONTRACTOR. The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

## **ARTICLE V CONTRACT DOCUMENTS**

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:

1. INVITATION TO BID
2. BID FORM
3. AFFIDAVIT OF WORK AUTHORIZATION

4. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
5. PAYMENT BOND (Required if costs exceed \$50,000 only.)
6. SCOPE OF WORK/DRAWINGS
7. NOTICE TO PROCEED

Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

## **ARTICLE VI PAYMENTS**

A. Prior to submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Partial Payment to the Project Manager. In addition to the amount of payment requested in the Application for Partial Payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon proper approval of the City. Project Manager shall review each application for payment and certify for payment such amounts as Project Manager determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and

acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The City Treasurer, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the Board of Aldermen. Payment shall be made to Contractor after the Board of Aldermen review and approve the payment and authorize the Mayor and City Treasurer to sign and deliver the check.

E. The Project Manager's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Project Manager issues his or her certificate to that effect. Within thirty (30) days after the delivery of the Certificate of Acceptance certificate, City shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to subcontractors or suppliers,



4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

## **ARTICLE VII CHANGES/CLAIMS**

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or
2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

## **ARTICLE VIII INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverage's and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:

- a. Each occurrence \$2,000,000.00

- b. General aggregate \$3,000,000.00
- c. Products/completed operations aggregate \$3,000,000.00
- d. The following coverage shall be included:

- Blanket contractual liability
- Products/completed operations
- Personal/advertising injury
- Broad form property damage
- Independent contractors
- Explosion, Collapse, and Underground Damage

2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$1,000,000.00 for each accident.

3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- |    |                             |                            |
|----|-----------------------------|----------------------------|
| a. | Workers' Compensation       | Statutory                  |
| b. | Employer's Liability:       |                            |
|    | • Bodily injury by accident | \$1,000,000.00             |
|    | • Bodily injury by disease  | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "A-" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insured's City, its employees, officers, and agents, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insured's shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) years after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insured's City, Contractor, subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of

Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

## **ARTICLE IX INDEMNITY**

A. Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

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

## **ARTICLE X RESERVED**

## **ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement.

## **ARTICLE XII RECORDS REGARDING PAYMENT**

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

## **ARTICLE XIII NOTICES**

A. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at City Hall for the City, or the address provided by the Contractor for itself, or delivered in person to said party or their authorized representative.

B. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

## **ARTICLE XIV DEFAULT AND TERMINATION**

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or

general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Project Manager, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective work not remedied, (2) claims filed or reasonable evidence indicating probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of work in violation of the terms of the Contract Documents.

## **ARTICLE XV TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

## **ARTICLE XVI COMPLIANCE WITH LAWS**

A. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.



## **ARTICLE XVII LABOR STANDARDS**

Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards, as set out in the wage order set forth in Exhibit B attached to and made a part of, shall be paid to all workers performing work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law shall be completed by Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor.

## **ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

## **ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This

assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

## **ARTICLE XX RESERVED**

## **ARTICLE XXI ACCESS TO SITE/CLEANING UP**

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

## **ARTICLE XXII COMPETENCE**

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

## **ARTICLE XXIII WARRANTY**

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this contract. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the

work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

#### **ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

#### **ARTICLE XXV TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the construction project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

#### **ARTICLE XXVI SAFETY**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required

by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration ("OSHA") construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

## **ARTICLE XXVII AUTHORIZED EMPLOYEES**

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

**ARTICLE XXVIII  
INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

**ARTICLE XXIX  
CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

**ARTICLE XXX  
PAYMENT BOND**

Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least "A-" from Best's in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. (Required if costs exceed \$50,000 only.)

**ARTICLE XXXI  
SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII  
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII  
DISPUTES/ATTORNEY FEES**

In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXXIV  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI  
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**Approved as to form:**

CITY ATTORNEY:

By: \_\_\_\_\_  
City Attorney

**Countersigned by:**

CITY PURCHASING AGENT:

By: \_\_\_\_\_  
Gregory P. Mills  
City Administrator

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
SECRETARY, \_\_\_\_\_  
(Name Printed)



## **EXHIBIT A – SCOPE OF WORK**

### **SECTION 075213 - ATACTIC-POLYPROPYLENE (APP) MODIFIED BITUMINOUS MEMBRANE ROOFING**

#### **GENERAL**

#### **DEFINITIONS**

Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

#### **PERFORMANCE REQUIREMENTS**

General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.

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.

FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings. Fire/Windstorm Classification Class 1A-90.

FM Listing: Severe Hail (SH).

#### **SUBMITTALS**

Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

Product Data: For each type of product indicated.

Field membrane and cap sheet membrane.  
Cover board.

Warranties: Sample of required warranties.

Samples for Verification: For the following products:

Sheet roofing materials, including cover board, roofing membrane sheets, and membrane cap sheet of color specified.

## QUALITY ASSURANCE

**Manufacturer Qualifications:** A qualified manufacturer that is UL listed and FM approved for membrane roofing system identical to that used for this Project.

**Installer Qualifications:** A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

**Source Limitations:** Obtain components including roof insulation and fasteners, for membrane roofing system approved by membrane roofing manufacturer.

**Exterior Fire-Test Exposure:** ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

**Pre-installation Roofing:** Conduct conference at the City Hall Garage 4500 NW High Dr. Riverside, MO. 64150 on agreed time.

- Meet with Owner and Owner's insurer if applicable, roofing Installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.

- Review roof mounted equipment and roof mounted components to be removed and hauled off.

- Review methods and procedures related to roof installation in areas roof equipment and components will be removed.

- Review methods and procedures related to roofing installation, including manufacturer's written instructions.

- Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

- Review structural loading limitations of existing roof system.

- Review base flashings, special roofing details, roof drainage, roof penetrations, and equipment curbs.

- Review governing regulations and requirements for insurance and certificates if applicable.

- Review temporary protection requirements for roofing system.

- Review roof observation and repair procedures after roofing installation.

## DELIVERY, STORAGE, AND HANDLING

Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

Protect materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

## PROJECT CONDITIONS

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.

## WARRANTY

Standard Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Standard warranty includes the following:

Standard warranty includes membrane roofing, base flashings, cover board, fasteners, and other components of membrane roofing system.

Final inspection by membrane manufacturer's technical representative.

Warranty Period: 20 years from date of Substantial Completion.

18 month follow-up audit by roofing membrane manufacturer's technical representative.

## PRODUCTS

### APP-MODIFIED ASPHALT-SHEET MATERIALS

APP-Modified Bituminous Membrane Roofing: Three ply modified bitumen membrane system with two field plies and a surface ply. Total thickness of system excluding thickness of adhesive shall be: 420 mil (Derbibase Ultra, Derbibase Ultra, & Derbicolor GP FR).

Manufacturer: Subject to compliance with requirements, provide the following:

Derbigum of America.

Roofing Membrane Sheet (first ply): ASTM D 6509, Grade S, 120 mil APP-modified asphalt base sheet (reinforced with a glass fiber mat); smooth surfaced; suitable for application method specified.

Cold-Applied Adhesive (first ply): Roofing system manufacturer's standard asphalt-based, one-part, asbestos free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane.

Roofing Membrane Sheet (second ply): ASTM D 6509, Grade S, 120 mil APP-modified asphalt base sheet (reinforced with a glass fiber mat); smooth surfaced; suitable for application method specified.

Heat Adhesion (second ply): Roofing manufacturer's method for adhering membrane.

Granule-Surfaced Roofing Membrane Cap Sheet (third ply): ASTM D 6223, Grade G, Type II, 180 mil APP-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers); granular surfaced; fire-rated (FR), suitable for application method specified.

Cold-Applied Adhesive (third ply): Roofing system manufacturer's standard asphalt-based, one-part, asbestos free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane.

Granule Material and Colors:

Granule Material: Mineral.

Granule Color: White.

Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.

## VERTICAL BASE FLASHING SHEET MATERIALS

Backer Sheet: ASTM D 6509, Grade S, 120 mil APP-modified asphalt base sheet (reinforced with a glass fiber mat); smooth surfaced; suitable for application method specified.

Heat Adhesion: Roofing manufacturer's method for adhering backer sheet flashing.

Granule-Surfaced Roofing Membrane Cap Sheet: Same material and color as granule surfaced roofing cap sheet.

Heat Adhesion: Roofing manufacturer's method for adhering base flashing.

Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.

Fiber Fabric: Woven glass-fiber cloth treated with asphalt, complying with ASTM D 1668, Type I.

Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

## HORIZONTAL STRIP-IN SHEET MATERIALS & POINTS OF APPLICATION

Granule-Surfaced Strip-in Flashings: Same material and color as granule surfaced roofing cap sheet.

Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one-part, asbestos free, cold-applied adhesive specially formulated for compatibility and use with strip-in base flashings.

Drains: 30" by 30" square, 4 pound per square foot lead.

Plumbing Vents: 4 pound per square foot lead.

Metal Edge Flashing: Membrane strip-in; reference "Sheet Metal Flashing & Trim" for type of sheet metal to be used.

Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.

## HORIZONTAL STRIP-IN SHEET MATERIALS & POINTS OF APPLICATION

Liquid Flashing: Roofing system manufacturer's two-part resin/fleece monolithic membrane.

Primer: Solvent free, cream color primer; rain proof in three hours; 8 days exposure time.

Resin: Two-component cold fluid applied solvent free polyurethane; cream color; rain proof in 16 hours; sandwich fleece between layers.

Fleece: Non-woven needle-punched polyester reinforcement fabric; white in color; 50 mils thick.

Urethane Caulking.

Pitch Pan Flashing: Liquid flashing system consisting of primer, two layers of resin, and one layer of a 50 mil thick polyester fleece.

Roofing Granules (for casting while liquid membrane is still fluid): Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.

## AUXILIARY ROOFING MEMBRANE MATERIALS

General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.

Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

Asphalt Primer: ASTM D 41.

Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer (these fasteners are used to fasten roofing material to substrate; not to be confused with roof insulation fasteners).

Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

## ROOF INSULATION, COVER BOARD, AND ACCESSORIES

General: Preformed roof insulation boards approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM approved roof insulation.

Polyisocyanurate Board Insulation (**lower roof areas**): ASTM C 1289, Type II, Class 1, Grade 2, glass-fiber mat facer on both major surfaces, 1" thick. Fastening to a steel deck, 4' by 8' pieces preferred.

Cover Board: ASTM C 1278/C 1278M, cellulosic fiber-reinforced, water-resistant gypsum substrate, ½ inch thick. For fastening through existing roof system and into steel deck, 4' by 8' pieces are preferred.

Products: Subject to compliance with requirements, provide the following or equal:

USG Corporation; Securock.

Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening cover board into roof deck, penetrating deck a minimum of 3/4-inch, and is acceptable to roofing system manufacturer.

Modified Cant Strips: 1 ¾" x 1 ¾" x 2".

## WALKWAYS

Walkway Cap Sheet Strips: Same material and color as granule surfaced roofing cap sheet.

Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one-part, asbestos free, cold-applied adhesive specially formulated for compatibility and use with walkways.

## EXECUTION

### EXAMINATION

Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.

Verify that blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and nailers match thicknesses of insulation.

Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."

Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.

Conduct a roof moisture survey to determine if existing roof system contains moisture (upper roof). If moisture is present, remove wet materials and replace with like materials prior to recovering with new roof system. Prepare existing surfaces to receive new roof system.

Prepare written documentation of conditions which could be detrimental to completion or performance of specified Work before commencing such work.

Photograph interior and exterior equipment and surrounding areas and after completion of construction which may be misconstrued as damage related to demolition operations. File photographs with Owner's representative.

Proceed with installation only after unsatisfactory conditions have been corrected.

## PREPARATION

Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

Existing roof demolition and preparation:

- Provide temporary barricades and other forms of protection for Owner's personnel and public from injury due to demolition Work.

- Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

- Remove existing roof system, base flashings and sheet metal flashings to deck (lower two roof areas). Remove base flashings and sheet metal flashings (upper roof area). Clear roof drains of any material that could restrict damage.

- Perform demolition in a systematic manner.

## ROOF INSULATION, COVER BOARD, AND ACCESSORIES INSTALLATION

Comply with roofing system manufacturer's written instructions for installing cover board.

45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes more than 45 degrees.

Mechanically Fastened Roof Insulation and Cover Board (lower two roof areas): Install base layer of roof insulation and layer of cover board to deck using mechanical fasteners specifically designed and sized for fastening specified board-type cover board to deck type.

- Fasten layer of cover board according to requirements in FM Approvals' "RoofNav" for specified Windstorm Resistance Classification.

Mechanically Fastened Cover Board (upper roof area): Install layer of cover board to deck using mechanical fasteners specifically designed and sized for fastening specified board-type cover board to deck type.

- Fasten layer of cover board according to requirements in FM Approvals' "RoofNav" for specified Windstorm Resistance Classification.

## ROOFING MEMBRANE INSTALLATION, GENERAL

Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."

Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

Coordinate installation of roofing system components of the roofing membrane system are not permanently exposed and are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

At end of each day's work, provide tie-offs to cover exposed roofing membrane sheets and cover board with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.

Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.

Remove and discard temporary seals before beginning work on adjoining roofing.

## APP-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

Install smooth surfaced field ply (first ply) modified bituminous roofing membrane according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants. Adhere to substrate in cold adhesive. Unroll roofing membrane sheets and allow them to relax for a minimum time period required by manufacturer.

Install smooth surfaced field ply (second ply) modified bituminous roofing membrane according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants. Heat weld to substrate. Unroll roofing membrane sheets and allow them to relax for a minimum time period required by manufacturer.

Install cap sheet (third ply) modified bituminous roofing membrane according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants. Adhere to substrate in cold adhesive. Unroll roofing membrane sheets and allow them to relax for a minimum time period required by manufacturer.

Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.

Repair tears and voids in laps and lapped seams not completely sealed.

Apply roofing granules to cover exuded bead at laps while bead is hot (granule surface only).

Install roofing membrane sheets so side and end laps shed water.

## VERTICAL BASE FLASHING INSTALLATION

Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof; secure to substrates according to roofing system manufacturer's written instructions, prime substrates with asphalt primer if required by roofing system manufacturer, and as follows:

Backer Sheet Application: Adhere backer sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.

Backer Sheet Application: Heat-weld backer sheet to substrate.

Flashing Cap Sheet Application: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.

Flashing Cap Sheet Application: Heat-weld flashing sheet to substrate.



Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.

Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

Seal top termination of base flashing with three-course of roofing cement and glass fiber fabric.

## HORIZONTAL MEMBRANE STRIPPING INSTALLATION

**Roof Drains:** Install a 4' by 4' drain sump using tapered edge strip. Set 30-by-30-inch square lead flashing in bed of roofing-manufacturer-approved asphaltic adhesive on completed roofing membrane. Prime surface of lead flashing. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 4 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring. Install stripping according to roofing system manufacturer's written instructions.

**Plumbing Vents:** Set 30-by-30-inch square lead flashing in bed of roofing-manufacturer-approved asphaltic adhesive on completed roofing membrane. Prime surface of lead flashing. Cover metal flashing with roofing membrane cap sheet and extend 4 inches beyond edge of metal flashing onto field of roof membrane. Bend top of lead flashing down into the penetration a minimum of two inches.

**Metal Edge:** Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions. Prime the flange surface and set flange in a layer of roofing cement. Fasten metal flange three inches staggered on center.

## HORIZONTAL LIQUID MEMBRANE STRIPPING INSTALLATION

**Liquid Flashing General:** Asphalts and plastic cement must be kept out of contact with or encapsulated with urethane caulking at area where primer and resin will be applied. Liquid flashing can be applied only to granule or acrylic surfaces. Substrate needs to be cleaned which typically means that loose granules are swept away. Substrate must be completely dry prior to application of liquid flashing. Metal needs to be abraded and wiped clean with Methyl Ethel Ketone (MEK). Tape can be painter's tape or duct tape and is used to square up all strip in flashings. Primer requires three hours of cure time while resin may require up to sixteen hours to cure.

**Pitch Pans:** Clean substrate, abrade metal penetration a minimum of 9 ½" vertical above the roof surface and wipe metal clean. Seal the penetration where the roof surface and penetration meet with urethane caulk. Install tape a minimum of nine-inches up the vertical of the penetration and eight-inches on the field of the roof. Pre-cut fleece to stop within 9" of the vertical and 7 ½" horizontal allowing for two-inch overlap. Install primer to within ¾" of vertical and horizontal tape. Allow primer to cure. Install resin to vertical and horizontal fields. Install pre-cut fleece, first the horizontal pieces, then the vertical pieces. Install additional resin to fully saturate the fleece. After 30 minutes, remove tape. Allow resin to cure.

**Granules:** Approximately 15 minutes after the top resin layer has been installed, cast granules into the still fluid liquid flashing. Granule color to match color of surface cap sheet.

## WALKWAY INSTALLATION

Walkway Strips: Install walkway cap sheet strips over roofing membrane using same application method as used for roofing membrane cap sheet.

## FIELD QUALITY CONTROL

Field Audits: As part of the warranty, the membrane manufacturer's technical representative shall attend the pre-installation conference and conduct a site visit on the first day of construction, and conduct a site visit for every two weeks of construction.

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

Notify Owner 48 hours in advance of date and time of inspection by phone and email.

Roofing system will be considered defective if it does not pass tests and inspections.

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

## PROTECTING AND CLEANING

Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

## **EXHIBIT B – PREVAILING WAGE RATES**

- A. Special Wage Determination: Prevailing hourly rates of wages follow, as determined by the Division of Labor Standards, Jefferson City, Missouri.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 083

**PLATTE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

**Prepared by Missouri Department of Labor and Industrial Relations**

OCCUPATIONAL TITLE	** Date of Increase		Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/15		\$36.44	52	53	\$24.58
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$34.06	58	39	\$18.07
Carpenter	6/15		\$36.55	63	68	\$15.55
Cement Mason			\$31.24	65	4	\$17.79
Communication Technician			\$33.65	47	72	\$16.26 + 10%
Electrician (Inside Wireman)	1/16		\$36.69	13	72	\$16.95 + 10%
Electrician (Outside-Line Construction\Lineman)	10/15		\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator	10/15		\$38.37	125	65	\$5.00 + 34.5%
Groundman	10/15		\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor	6/15	a	\$43.620	26	54	\$29.956
Glazier	10/15		\$33.12	88	32	\$16.68
Ironworker	6/15		\$31.25	50	4	\$27.90
Laborer (Building):						
General	6/15		\$26.70	30	4	\$15.15
First Semi-Skilled	6/15		\$27.10	30	4	\$15.15
Second Semi-Skilled	6/15		\$27.50	30	4	\$15.15
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$34.32	46	67	\$15.55
Marble Mason			\$33.76	25	4	\$14.66
Marble Finisher	10/15		\$24.11	25	4	\$8.85
Millwright	6/15		\$36.55	63	68	\$15.55
Operating Engineer						
Group I	6/15		\$37.85	85	4	\$15.56
Group II	6/15		\$37.04	85	4	\$15.56
Group III	6/15		\$31.49	85	4	\$15.56
Group III-A	6/15		\$35.70	85	4	\$15.56
Group IV						
Group V	6/15		\$33.09	85	4	\$15.56
Painter	10/15		\$27.71	37	4	\$15.84
Pile Driver	6/15		\$36.55	63	68	\$15.55
Pipe Fitter	8/15		\$43.08	2	33	\$19.57
Plasterer			\$31.18	68	4	\$15.57
Plumber	6/15		\$41.64	45	33	\$20.34
Roofer \ Waterproofer	6/15		\$32.55	95	2	\$16.24
Sheet Metal Worker	1/16		\$39.50	17	22	\$20.51
Sprinkler Fitter - Fire Protection	8/15		\$35.04	14	4	\$18.97
Terrazzo Worker			\$33.76	25	4	\$14.66
Terrazzo Finisher	10/15		\$24.11	25	4	\$8.85
Tile Setter			\$33.76	25	4	\$14.66
Tile Finisher	10/15		\$24.11	25	4	\$8.85
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

**REPLACEMENT PAGE  
PLATTE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

**NO. 13:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**NO. 14:** Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**REPLACEMENT PAGE  
PLATTE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 17:** Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

**NO. 25:** Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 30:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.



**REPLACEMENT PAGE  
PLATTE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 37:** The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

**NO. 45:** Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

**NO. 46:** Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

**NO 47:** Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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**NO. 48:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 50:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**NO. 52:** Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 58:** Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

**NO. 63:** Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 65:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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**NO. 68:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**NO. 85:** Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

**NO. 88:** Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

**NO. 95:** Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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**NO. 100:** Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half ( $1\frac{1}{2}$ ) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half ( $1\frac{1}{2}$ ) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

**NO. 125:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half ( $1\frac{1}{2}$ ) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

## **PLATTE COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 2:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

**NO. 32:** All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

**NO. 33:** All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**NO. 39:** No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

**NO. 49:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 53:** All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**PLATTE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 65:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 67:** All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

**NO. 68:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 72:** All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$36.55	1	17	\$15.55
Cement Mason		\$30.57	3	2	\$15.80
Electrician (Outside-Line Construction\Lineman)	10/15	\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator	10/15	\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer	10/15	\$21.64	31	30	\$5.00 + 27.5%
Groundman	10/15	\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer	10/15	\$17.50	31	30	\$5.00 + 27.5%
Laborer					
General Laborer	6/15	\$28.54	3	2	\$14.57
Skilled Laborer	6/15	\$29.75	3	2	\$14.57
Millwright	6/15	\$36.55	1	17	\$15.55
Operating Engineer					
Group I	6/15	\$35.23	3	2	\$15.53
Group II	6/15	\$34.19	3	2	\$15.53
Group III	6/15	\$34.19	3	2	\$15.53
Group IV	6/15	\$29.72	3	2	\$15.53
Oiler-Driver	6/15	\$33.07	3	2	\$15.53
Pile Driver	6/15	\$36.55	1	17	\$15.55
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	1/16	\$30.49	3	2	\$14.05
Group II	1/16	\$30.49	3	2	\$14.05
Group III	1/16	\$30.49	3	2	\$14.05
Group IV	1/16	\$30.49	3	2	\$14.05

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

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

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



**PLATTE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 1:** Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 3:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 18:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**NO. 27:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 31:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**PLATTE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 2:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 17:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 24:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 26:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 30:** All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



*Upstream from ordinary.*

## **NOTICE TO PROCEED**

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
ORDINANCE / RESOLUTION: \_\_\_\_\_ (approved  
\_\_\_\_\_)

TO: Contractor: \_\_\_\_\_  
(address) \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work on or after the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in accordance with the Agreement dated \_\_\_\_\_.

The work shall be substantially completed within \_\_\_\_\_ Calendar Days. The date of  
substantial completion is \_\_\_\_\_. The project shall be completed and ready for  
final payment by \_\_\_\_\_.

**CITY OF RIVERSIDE (Owner)**

BY: \_\_\_\_\_  
Greg Mills, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

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

**AFFIDAVIT for WORK AUTHORIZATION**  
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien 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).

State of Missouri )

County of Jackson ) ss:

**BEFORE ME,** the undersigned notary, personally appeared Lenny Austin, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Lenny Austin and I am currently the Vice President of Cornell Roofing and Sheet Metal Co. (hereinafter "Contractor"), whose business address is 901 S. Northern Blvd. Independence, MO. 64053, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: City Hall Garage Re-Roof Project

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

  
Signature of Affiant

Printed Name: Jody Sims Subscribed and sworn to before me  
this 23 day of March, 2016.

  
Notary Public

*\*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.

*AWARDED CONTRACTOR MUST PURCHASE A RIVERSIDE CITY BUSINESS LICENSE AND PROVIDE AN INSURANCE CERTIFICATE.*



**AUTHORIZATION TO INSERT DATE INTO**  
**CONTRACT BONDS**

March 30<sup>th</sup> 2016

To: City of Riverside, Missouri  
2950 NW Vivion Road  
Riverside, MO 64150

RE: CORNELL ROOFING & SHEET METAL CO.  
Authority to Date Contract Bonds – **Bond No.: 2319227**

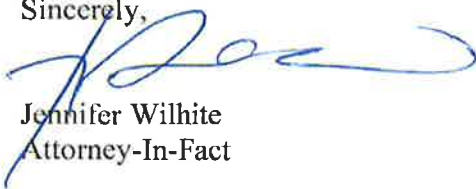
To Whom It May Concern:

This letter gives you the authority to date the (3)THREE Performance & Payment bonds attached to match the date that you enter into Cornell Roofing & Sheet Metal Co. for the Riverside City Hall Garage, 4500 NW High Dr., Riverside, MO 64150. You will need to also date the Power of Attorneys to match to contract date.

When this is completed I will need to have you forward back a **copy** of the signed contract, contract dated bonds and Power of Attorneys to my attention at the address noted below. I will then forward them onto West Bend Mutual Insurance Company.

I appreciate your assistance in this matter.

Sincerely,



Jennifer Wilhite  
Attorney-In-Fact

Brier Payne Meade Insurance  
8717 W. 110<sup>th</sup> Street, Suite 420  
Corporate Woods, Bldg 14  
Overland Park, KS 66210  
Direct Dial: (913)744-2216  
Phone: (913)402-9576  
Fax: (913)681-1305  
[JWilhite@BPMinsurance.com](mailto:JWilhite@BPMinsurance.com)  
[BONDS@BPMinsurance.com](mailto:BONDS@BPMinsurance.com)



2319227

## Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jennifer Wilhite

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

  
James J. Pauly  
Secretary

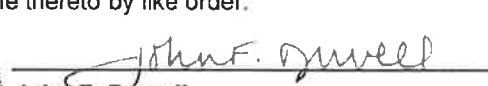


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30 day of March, 2016



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer



# Document A312™ – 2010

## Performance Bond

Bond Number: 2319227

### CONTRACTOR:

(Name, legal status and address)  
Cornell Roofing & Sheet Metal Co.  
901 S Northern Blvd  
Independence, MO 64053-1845

### OWNER:

(Name, legal status and address)  
City of Riverside, Missouri  
2950 NW Vivion Rd  
Riverside MO 64150-1502

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 132,000.00

Description: Riverside City Hall Garage - 4500 NW High Dr., Riverside, MO 64150  
(Name and location)

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 132,000.00

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Cornell Roofing & Sheet Metal Co.  
Signature: \_\_\_\_\_

Name and Title: Mary McNamara, President

### SURETY

Company: (Corporate Seal)  
West Bend Mutual Insurance Company  
Signature: \_\_\_\_\_

Name and Title: Jennifer Wilhite, Attorney-In-Fact

### ADDITIONS AND DELETIONS:

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

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

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

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Brier Payne Meade Insurance  
8717 W. 110th Street, Suite 420  
Corporate Woods, Bldg 14  
Overland Park, KS 66210  
Phone: (913)744-2216

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:10:47 on 01/27/2016 under Order No.9275170499\_1 which expires on 02/17/2017, and is not for resale.  
User Notes:

(1364209494)



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.



2319227

## Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jennifer Wilhite

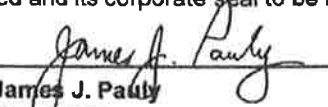
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

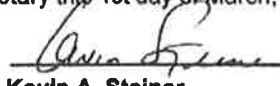
*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

  
James J. Pauly  
Secretary

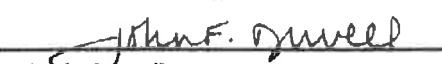


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer



# Document A312™ – 2010

## Payment Bond

Bond Number: 2319227

### CONTRACTOR:

(Name, legal status and address)

Cornell Roofing & Sheet Metal Co.  
901 S Northern Blvd  
Independence, MO 64053-1845

### OWNER:

(Name, legal status and address)

City of Riverside, Missouri  
2950 NW Vivion Rd  
Riverside MO 64150-1502

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 132,000.00

Description: Riverside City Hall Garage - 4500 NW High Dr., Riverside, MO 64150  
(Name and location)

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 132,000.00

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Cornell Roofing & Sheet Metal Co.

Signature: \_\_\_\_\_

Name and Title: Mary McNamara, President

### SURETY

Company: (Corporate Seal)

West Bend Mutual Insurance Company

Signature: \_\_\_\_\_

Name and Title: Jennifer Wilhite, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Brier Payne Meade Insurance  
8717 W. 110th Street, Suite 420  
Corporate Woods, Bldg 14  
Overland Park, KS 66210  
Phone: (913)744-2216

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

### ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1648765478)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_





2319227

## Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jennifer Wilhite

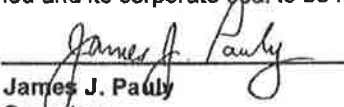
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

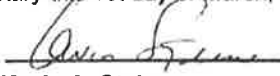
*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

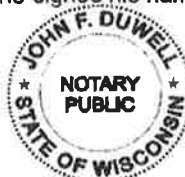
  
James J. Pauly  
Secretary

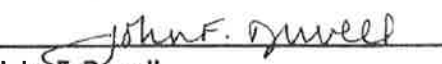


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

## **CITY OF RIVERSIDE, MISSOURI** **INFORMATION FOR BIDDERS**

The City of Riverside, Missouri (the "City") invites sealed bids for the

### **City Hall Garage RE-Roof Project**

**1. Receipt and Opening of Bids.** Bids will be received by the City at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m., on March 23, 2016**, at which time all sealed bids will be publicly opened and read. The envelope containing the bids must be sealed, clearly marked on the outside of the envelope "City Hall Garage Re-Roof Project" and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to negotiate further with the selected bidder, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of the Bid Security, if applicable.

**2. Rejection of all Bids.** If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City's normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

**3. Preparation and Submission of Bid.** Each bid must be submitted on the prescribed form(s) and accompanied by an Affidavit of Work Authorization. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required. No oral, electronic, facsimile or telephonic bids or alterations will be considered.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a bid will constitute an incontrovertible representation by the bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**4. Addenda and Interpretations:** No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to: Public Works Director, City of Riverside: Tom Wooddell; 816-741-3908; [twooddell@riversidemo.com](mailto:twooddell@riversidemo.com); and to be given consideration must be received at least five (5) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be available on the City's website. No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this section.

**5. Substitute Material and Equipment:** The contract, if awarded, will be on the basis of material and equipment described or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is specified in the specifications that a substitute "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City, application for such acceptance will not be considered by City until after the "effective date of the Agreement".

**6. Subcontracts:** The bidder shall submit to City with the Bid a list of all proposed sub-contractors to be used on the project. The list shall indicate those portions of the work each sub-contractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

The Bidder must be capable of demonstrating to the satisfaction of City that bidder has the capability at the time of submission of the bid to manage or perform all of the Work required to be performed on the project by Contractor under the Agreement.

**7. Qualifications of Bidder:** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

**Authority to Do Business in Missouri.** Each bid must contain evidence of bidder's qualification and good standing to do business in the State of Missouri or covenant to obtain such qualification prior to award of the contract.

**Statement of Assurances.** Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- 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.

- Statement of Bidder's litigation and/or arbitration history over the past three (3) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or straw bids
- Submit references of three similar recent roofing projects including owner contact information.

**8. Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "**Notice to Proceed**" of the City and to fully complete the project within **20 consecutive Calendar Days thereafter**. The bidder agrees that, should the bidder fail to complete the work in the time specified, the amount of liquidated damages shall be \$100.00 per day.

**9. Conditions of Work:** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**10. Laws and Regulations:** The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**11. Method of Award - Lowest Responsible Bidder:** The contract will be awarded to the "lowest responsible bidder".

If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest responsible Bid. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City may add any or all of the Alternates to the Agreement by Change Order.

The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work. The City prefers a bidder operating within the KC metro area.

**12. Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid submitted. On request, City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid.

**13. Federal Work Authorization Program Participation:** Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars

(\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful bidder does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**14. Proof of Lawful Presence:** RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

**15. Reserved:**

**16. American Products:** Pursuant to RSMo 34.353, any manufactured good or commodities used or supplied in the performance of the contract (or subcontract) shall be manufactured or produced in the United States, unless determined to be exempt as provided in state law.

**17. Transient Employers:** Pursuant to RSMo 285.230, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration for employer withholding issued by the Missouri Director of Revenue, 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by RSMo 285.230 et seq. are posted.

**18. Current City Business License:** The successful bidder, and all subcontractors, shall obtain a current city business license prior to beginning construction.

**19. Sales Tax Exemption Certificate:** The City will supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and use taxes related to the purchase of materials or other tangible personal property incorporated into or consumed in the construction of the Project.

**20. Non Discrimination and Equal Opportunity:** Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin.

**21. Insurance:** Contractor shall provide certificate of insurance evidencing general commercial insurance coverage in an amount not less than \$1,000,000, as well as workers' compensation in amount not less than the statutory amount.

**22. Signing of Agreement:** When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within twenty (20) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, together with the required bonds, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

**Riverside City Hall Garage Re-Roof Project**


**BID FORM**

Bid: One Hundred Thirty-Two Thousand Dollars and no cents  
( \$ 132,000.00 )

Dated on 3-23 this 23 day of March, 2016 ~~2015~~

Cornell Roofing and Sheet Metal Co.  
Contractor

Vice President  
Title

(SEAL)  / Sr. Vice President  
Attested Title

901 S. Northern Blvd. Independence, MO. 64053  
Address

816 252-8300  
Telephone Number



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 214917

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Cornell Roofing & Sheet Metal Company**

**Cindy A Engelman**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**05/20/2009**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**05/20/2009**

Date



Company ID Number: 214917

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: Cornell Roofing & Sheet Metal Company

Company Facility Address: 901 S Northern Blvd

Independence, MO 64053

Company Alternate

Address: P.O. Box 8568

Independence, MO 64054-0568

County or Parish: JACKSON

Employer Identification

Number: 430862224

North American Industry  
Classification Systems

Code: 236

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 214917

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name: **Mary E McNamara**  
Telephone Number: **(816) 252 - 8300**  
E-mail Address: **mary@cornellroofing.com**

Fax Number: **(816) 252 - 8334**

Name: **Cindy A Engelman**  
Telephone Number: **(816) 252 - 8300**  
E-mail Address: **cindy@cornellroofing.com**

Fax Number: **(816) 252 - 8334**

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

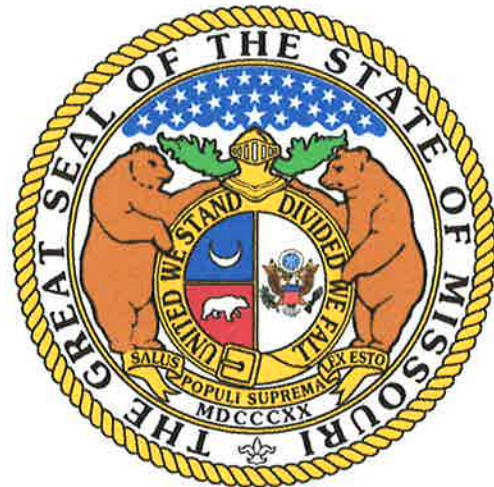
***CORNELL ROOFING & SHEET METAL CO.***  
***00120200***

was created under the laws of this State on the 31st day of March, 1966, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of March, 2016.

  
Secretary of State

Certification Number: CERT-03212016-0073





# CITY OF RIVERSIDE BUSINESS LICENSE

1550 LIBERTY ST

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and  
is not transferable or assignable.

MARY MCNAMARA  
CORNELL ROOFING & SHEET METAL  
901 S NORTHERN BLVD  
INDEPENDENCE MO 64045-0568

EXPIRATION DATE

12/31/2016

DATE ISSUED

1/01/2016

LICENSE NUMBER

0263

LICENSE FOR

CONTRACTOR

FEE

\$48.00

CLASS

CONTRACTOR OUT

THIS LICENSE IS ISSUED PURSUANT TO THE  
PROVISIONS OF THE CITY CODE OF THE CITY  
OF RIVERSIDE AND AMENDMENTS THERETO.

*Kathleen L. Rose* Mayor  
*Robin K. Kinnard* Clerk



# CERTIFICATE OF LIABILITY INSURANCE

CORNROO-02

JBISACCA

DATE (MM/DD/YYYY)

12/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Brier Payne Meade Insurance, Inc.  
8717 W. 110th St.  
Suite 420  
Overland Park, KS 66210

**CONTACT**

NAME: Rob Metzler

PHONE (A/C, No, Ext): (913) 402-9576

FAX (A/C, No): (913) 402-9766

E-MAIL: bpm@bpminsurance.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : CNA

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**INSURED**

Cornell Roofing & Sheet Metal Company  
901 S. Northern Boulevard  
Independence, MO 64053

**RECEIVED**

DEC 29 2015

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6023613771	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			6023613768	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			6023613754	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 8,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6023613740	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Riverside  
4500 NW High Drive  
Riverside, MO 64168

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Rob Metzler

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