



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
(AMENDED) TENTATIVE AGENDA
MARCH 7, 2017

Closed Session – 6:30 p.m.
Regular Meeting - 7:00 p.m.

Call to Order
Roll Call

CLOSED SESSION
(6:30 p.m.)

1. 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

610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed

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.

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 February 21, 2017.

Approval of minutes for February 28, 2017.

R-2017-009: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2016-2017 WEEK ENDING FEBRUARY 24TH AND MARCH 3RD IN THE AMOUNT OF \$167,585.61.

Point of Contact: Finance Director Donna Oliver.

R-2017-010: A RESOLUTION APPOINTING JOHN HERYER TO THE BOARD OF ZONING ADJUSTMENT OF THE CITY OF RIVERSIDE, MISSOURI. Point of Contact: Mayor Kathy Rose.

R-2017-011: A RESOLUTION AWARDED THE BID FOR CONSTRUCTION OF THE 2017 STREET MAINTENANCE PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND METRO ASPHALT, INC. FOR CONSTRUCTION OF SUCH PROJECT. Point of Contact: City Engineer Travis Hoover.

REGULAR AGENDA

1. **Public Hearing:** Public hearing to consider approval of the requests for Special Use Permits located at 4110 NW Helena Road and at 5654 NW River Park Drive, in the City of Riverside, Missouri.

a) **Motion** to continue both SUP requests to March 21, 2017 regular meeting.

2. First Reading: Bill No. 2017-017: **AN ORDINANCE AMENDING CITY CODE TO SEPARATE THE POLICE AND FIRE DEPARTMENTS.** Point of Contact: City Administrator Greg Mills.
3. First Reading: Bill No. 2017-018: **AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY CODE PERTAINING TO THE POLICE AND FIRE DEPARTMENTS.** Point of Contact: City Administrator Greg Mills.
4. First Reading: Bill No. 2017-019: **AN ORDINANCE APPOINTING CHRIS SKINROOD AS CHIEF OF POLICE AND ESTABLISHING A SALARY.** Point of Contact: City Administrator Greg Mills.
5. First Reading: Bill No. 2017-020: **AN ORDINANCE APPOINTING GORDON FOWLSTON AS FIRE CHIEF AND ESTABLISHING A SALARY.** Point of Contact: City Administrator Greg Mills.
6. **Communication from City Administrator**
7. **Communication from Mayor**
8. **Communication from Board of Aldermen**
9. **Motion** to Adjourn.
10. **Swearing in Ceremony** for Police Chief and Fire Chief
11. **Reception**

ATTEST:


Robin Kincaid, City Clerk

Posted 03.06.17 at 11:00 a.m.


Gregory P. Mills, City Administrator

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, February 21, 2017
6:30 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, February 21, 2017.

Mayor Rose called the regular meeting to order at 6:31 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Frank Biondo, Chet Pruett, Aaron Thatcher, and Al Bowman.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, and Finance Director Donna Oliver. Also present was City Attorney Paul Campo.

**MOTION TO ENTER INTO
CLOSED @ 6:31 P.M.**

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo610.021 (3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Pruett. Yes: Homer, Pruett, Super, Bowman, Biondo, and Thatcher. Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 6:58 P.M.**

Alderman Biondo moved at 6:58 p.m. to adjourn closed session with action taken, second by Alderman Thatcher. Yes: Biondo, Thatcher, Pruett, Super, Homer, and Bowman. Motion carried 6-0.

REGULAR SESSION

Mayor Rose called the Regular Session Meeting to order at 7:01 p.m.

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

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

PLEDGE OF ALLEGIANCE

Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT

Dr. Jeanette Cowherd, Superintendent of Park Hill School District, addressed the Board seeking their support and endorsement of the No Tax Bond Issue on the April 4, 2017 Ballot. She shared detailed plans for the use of the district tax dollars and the future of the school district.

CONSENT AGENDA

Alderman Biondo moved to approve the consent agenda as presented, second by Alderman Pruett.
Yes: Biondo, Pruett, Bowman, Homer, Super, and Thatcher.
Motion carried 6-0.

MINUTES OF 02-07-17

Alderman Biondo moved to approve the minutes of the February 7, 2017 meeting, second by Alderman Pruett.
Yes: Biondo, Pruett, Bowman, Homer, Super, and Thatcher.
Motion carried 6-0.

JANUARY 2017

Court Report

Alderman Biondo moved to approve the January 2017 Court Report, second by Alderman Pruett.
Yes: Biondo, Pruett, Bowman, Homer, Super, and Thatcher.
Motion carried 6-0.

RESOLUTION 2017-008

Embassy Landscape Contract
Extension

Alderman Biondo moved to approve Resolution 2017-008 extending the City mowing and grounds keeping contract and agreement for 2017 with Embassy Landscape Group in an amount not to exceed \$43,039.00, second by Alderman Pruett.
Yes: Biondo, Pruett, Bowman, Homer, Super, and Thatcher.
Motion carried 6-0.

REGULAR AGENDA**PUBLIC HEARING**

Vacate ROW on 50th Street

Mayor Rose opened the public hearing at 7:14 p.m. to consider approval of the request to vacate right of way for property generally described as Tract 7A and Tract 6A on Northwest 50th Street, in the City of Riverside, Missouri.
Community Development Director Mike Duffy explained the purpose of the request to vacate right of way and answered questions of the Board. No comments have been received by the public after it was advertised and we recommend approval of this vacation. Mayor Rose asked for any comments from the audience, hearing no further comments, the public hearing was closed at 7:15 p.m.

BILL NO. 2017-012

Vacate ROW on 50th Street

City Clerk Robin Kincaid gave first reading of Bill No. 2017-012. Alderman Thatcher moved to accept first reading and place Bill No. 2017-012 on second and final reading, second by Alderman Biondo.
Yes: Thatcher, Biondo, Bowman, Pruett, Homer, and Super.
Motion carried 6-0.
Alderman Pruett moved to approve Bill 2017-012 and enact said bill as ordinance, second by Alderman Bowman.
Yes: Pruett, Bowman, Homer, Super, Thatcher, and Biondo.
Motion carried 6-0.

BILL NO. 2017-013

First Supplemental Indenture
Premium Waters Bonds

City Clerk Robin Kincaid gave first reading of Bill No. 2017-013. Alderman Thatcher moved to accept first reading and place Bill No. 2017-013 on second and final reading, second by Alderman Biondo.

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

Alderman Pruett moved to approve Bill 2017-013 and enact said bill as ordinance, second by Alderman Biondo.

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

BILL NO. 2017-014

Amend City Code

City Clerk Robin Kincaid gave first reading of Bill No. 2017-014. Alderman Thatcher moved to accept first reading and place Bill No. 2017-014 on second and final reading, second by Alderman Biondo.

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

City Attorney Paul Campo gave information on the few updates from the 2016 Missouri General Assembly changes that apply to our City Code.

Alderman Biondo moved to approve Bill 2017-014 and enact said bill as ordinance, second by Alderman Pruett.

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

BILL NO. 2017-015

Compliance Incentive Agmnt

City Clerk Robin Kincaid gave first reading of Bill No. 2017-015. City Administrator Greg Mills explained that this is the same process we took previously with Velocity. This incentive provides a certainty to Bunzl that they are guaranteed a specific dollar amount per square foot.

Alderman Thatcher moved to accept first reading and place Bill No. 2017-015 on second and final reading, second by Alderman Homer.

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

Alderman Pruett moved to approve Bill 2017-015 and enact said bill as ordinance, second by Alderman Biondo.

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

BILL NO. 2017-016

Salary Report by Gallagher
Benefit Services

City Clerk Robin Kincaid gave first reading of Bill No. 2017-016. City Administrator Greg Mills reported to the Board that this is the salary information received from Gail Meriweather and that through an ordinance is the best way to memorialize that the Fire Department is excluded from the pay structure because they are represented by a bargaining union.

Alderman Thatcher moved to accept first reading and place Bill No. 2017-016 on second and final reading, second by Alderman Pruett.

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

Alderman Biondo moved to approve Bill 2017-016 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Biondo, Thatcher, Bowman, Super, Homer, and Pruett.
Motion carried 6-0.

RESOLUTION 2017-007
Bill Pay

Alderman Thatcher moved to approve Resolution 2017-007 authorizing the expenditure of funds for fiscal year 2016-2017, for weeks ending February 10th and February 17th in the amount of \$208,033.95, second by Alderman Biondo.
Yes: Thatcher, Biondo, Super, Pruett, and Homer.
No: none
Abstain: Bowman.
Motion carried 5-0-1.

CITY ADMINISTRATOR Nothing to report.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING City Engineer Travis Hoover reminded the Board that the street maintenance program was put on hold last March. We put together a concrete portion of the street maintenance and went out to bid. We received four contractors responded and Metro Asphalt was the low bid at \$455,000, their questionnaire has been reviewed and I would like a motion from the Board for approval of the low bidder and to move forward with a contract.
Alderman Biondo moved to approve the low bidder, Metro Asphalt for the concrete work of the street maintenance program and direct staff to prepare a resolution and contract awarding the bid, second by Alderman Thatcher.
Yes: Biondo, Thatcher, Pruett, Bowman, Homer, and Super.
Motion carried 6-0.

FINANCE Nothing to report.

PUBLIC SAFETY Nothing to report.

PUBLIC WORKS Nothing to report.

LEVEE BOARD Alderman Super reported that there was a great deal of discussion on the Gateway Sill at the meeting, city staff continues to work on this issue. The bonds have gone out for sale.

MAYOR'S DISCUSSION Mayor Rose reported that the MML Legislative Conference was last week, it was a very good event and was well attended. Alderman Homer and Alderman Super also attended. The legislative dinner went very well too and we had great conversation with our legislators.
On Saturday, February 18th, Representative Corlew had 85 participants in his Town Hall meeting held in our chambers. We had several aldermen here and great diverse conversation. I

would like to thank our police officers for their presence that morning.

I attended the 56th Annual Mayors Prayer Breakfast this morning with 600 in attendance and Kansas City Police Chief Forte was the speaker for the event.

I feel we need to have a workshop or meeting with parks and trails as the topic. We need a direction or a master plan for EH Young Park.

BOARD OF ALDERMEN

Alderman Super – Nothing to report.

Alderman Thatcher – Nothing to report.

Alderman Biondo – Nothing to report.

Alderman Bowman – Nothing to report.

Alderman Pruett – Nothing to report.

Alderman Homer – Inquired if the Montabella street light issue had been resolved. City Administrator Mills responded and the issue is being handled.

MOTION TO ADJOURN

Alderman Thatcher moved to adjourn the meeting at 7:43 p.m., second by Alderman Biondo.

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

Robin Kincaid, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, February 28, 2017
6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, February 28, 2017.

Mayor Rose called the regular meeting to order at 6:00 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Frank Biondo, Chet Pruett, Aaron Thatcher, and Al Bowman.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, City Engineer Travis Hoover, Finance Director Donna Oliver, and Fire Chief Gordon Fowlston. Also present was Special Counsel Joe Bednar.

**MOTION TO ENTER INTO
CLOSED @ 6:00 P.M.**

Alderman Homer 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(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Pruett.
Yes: Homer, Pruett, Thatcher, Super, Bowman, and Biondo.
Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 6:37 P.M.**

Alderman Biondo moved at 6:37 p.m. to adjourn closed session with no action taken, second by Alderman Bowman.
Yes: Biondo, Bowman, Thatcher, Pruett, Super, and Homer.
Motion carried 6-0.

SPECIAL OPEN SESSION

Mayor Rose called the Regular Session Meeting to order at 6:41 p.m.

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

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

MINUTES OF 01-03-17

Alderman Biondo moved to approve the minutes of the January 3, 2017 meeting, second by Alderman Thatcher.
Yes: Biondo, Thatcher, Bowman, Super, Pruett, and Homer.
Motion carried 6-0.

**2017-2018 BUDGET
ASSUMPTIONS SET**

Finance Director Donna Oliver reviewed a PowerPoint presentation of the 2017-2018 Operating Budget. City Administrator Greg Mills offered supporting information regarding salaries and the long range forecasts. Discussion was shared among Mayor, Board of Aldermen and staff.

MOTION TO ADJOURN

Alderman Biondo moved to adjourn the meeting at 7:29 p.m., second by Alderman Thatcher.
Yes: Biondo, Thatcher, Bowman, Pruett, Homer, and Super.
Motions carried 6-0.

Robin Kincaid, City Clerk

RESOLUTION NO. R - 2017-009

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2016-2017 WEEK ENDING FEBRUARY 24TH AND MARCH 3RD IN THE AMOUNT OF \$167,585.61.

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 \$167,585.61 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 7TH day of March, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



City of Riverside, MO

Expense Approval Report

By Fund

Payment Dates 02/22/2017 - 02/22/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
BRAD W COPE	567057	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	629560	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	556478	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	561046	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	647183	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
KCPL SERVICE PMTS	3823-35-2154 02/17	02/22/2017	2025 VALLEY	10-336-112-25000	63.35
ROBIN KINCAID	02/17/17	02/22/2017	REIMB TRAVEL EXPENSE/LON	10-112-000-36000	18.13
RIVERSIDE, CITY OF	02/17/17	02/22/2017	MOCCFOA LUNCH/ROBIN & S	10-112-000-36100	20.00
RIVERSIDE, CITY OF	02/17/17	02/22/2017	KITCHEN SUPPLIES/ROBIN	10-112-000-50500	18.93
RIVERSIDE, CITY OF	02/17/17	02/22/2017	COURT SUPPLIES/SHAYLA	10-216-000-53700	4.00
MISSOURI ASSOC. OF FIRE CHI	02/17/17	02/22/2017	MBRSHR RENEWAL	10-226-000-34500	200.00
SCHMIDT, EDWARD E	02/17/17	02/22/2017	BAND/SENIOR DANCE	10-341-100-44522	180.00
RIVERSIDE, CITY OF	02/17/17	02/22/2017	SENIOR DANCE TREATS/LORI	10-341-100-44522	37.50
RIVERSIDE, CITY OF	02/17/17	02/22/2017	RECORDER OF DEEDS/GATEW	10-819-000-32000	119.00
RIVERSIDE, CITY OF	02/17/17	02/22/2017	RECORDER OF DEEDS/INDIAN	10-819-000-32000	5.00
ICMA-RC VANTAGEPOINT	41336154	02/22/2017	EMPLOYEE W/H 02/17 PAYRO	10-20006	913.37
ICMA-RC VANTAGEPOINT	41336167	02/22/2017	EMPLOYEE W/H 02/17 PAYRO	10-20006	125.00
BRAD W COPE	572886	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	577664	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	581681	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	587924	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	602333	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	612957	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	620946	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	551541	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	624865	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
BRAD W COPE	547828	02/22/2017	REIMB CITY'S SHARE/GYM ME	10-341-000-22800	50.70
Fund 10 - GENERAL FUND Total:					2,464.78
Grand Total:					2,464.78



City of Riverside, MO

Expense Approval Report

By Fund

Payment Dates 02/28/2017 - 02/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
TIME WARNER	108010601	02/28/2017	CABLE SERVICE	10-341-000-25600	142.53
SAM'S CLUB DIRECT	001155	02/28/2017	SUPPLIES	10-224-000-22900	100.45
KCMO WATER SERVICES DEPA	6144590354697 02/17	02/28/2017	2901 NW VIVION RD	10-336-108-25400	26.03
KCMO WATER SERVICES DEPA	61467003549087 02/17	02/28/2017	4200 RIVERSIDE DR	10-337-101-25400	880.23
KCMO WATER SERVICES DEPA	61467103549090 02/17	02/28/2017	4498 HIGH DR	10-337-104-25400	50.99
KCMO WATER SERVICES DEPA	61468303549219 02/17	02/28/2017	2990 NW VIVION RD	10-337-103-25400	249.78
TIME WARNER	101773501 02/17	02/28/2017	CABLE SERVICE	10-224-000-25600	129.24
AMERICAN WATER	4000113986	02/28/2017	METER RENTAL/BACK FLOW	10-336-112-42100	31.74
MISSOURI GAS ENERGY	0627451111. 02/17	02/28/2017	2990 NW VIVION RD	10-337-103-25200	517.92
MISSOURI GAS ENERGY	3730422222. 02/17	02/28/2017	4200 NW VIVION RD	10-337-101-25200	140.99
MISSOURI GAS ENERGY	4413651111. 02/17	02/28/2017	4498 NW HIGH DR	10-337-104-25200	624.88
ORNELAS, LAURA	02/18/17	02/18/2017	REIMB SECURITY DEPOSIT	10-20010	25.00
SAM'S CLUB DIRECT	008538	02/28/2017	SUPPLIES	10-341-100-44522	267.30
MISSOURI, STATE OF	02/23/17	02/28/2017	FINGERPRINTS/PRIVATE SECU	10-000-40007	260.00
PACIFIC TELEMAGEMENT S	901236	02/28/2017	EH YOUNG	10-336-107-27000	75.00
PACIFIC TELEMAGEMENT S	901236	02/28/2017	POOL	10-336-110-27000	75.00
PACIFIC TELEMAGEMENT S	901236	02/28/2017	COMMUNITY CENTER	10-341-000-27000	78.00
ADAMS, ASHLEIGH	02/24/17	02/28/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	44.25
KCPL SERVICE PMTS	0512-89-5780 02/17	02/28/2017	2626 NW PLATTE RD	10-336-111-25000	22.87
KCPL SERVICE PMTS	0913-11-1638 02/17	02/28/2017	4100 NW RIVERSIDE DR	10-337-106-25000	51.45
KCPL SERVICE PMTS	1232-04-9424 02/17	02/28/2017	2901 NW VIVION RD DP01	10-336-108-25000	114.07
KCPL - STREET LTG	1921-09-8495 02/17	02/28/2017	4702 NW HIGH DR	10-331-000-26800	71.88
KCPL SERVICE PMTS	2093-49-0946 02/17	02/28/2017	3880 ARGOSY CASINO PARKW	10-336-113-25000	19.32
KCPL SERVICE PMTS	2130-19-8248 02/17	02/28/2017	4026 ARGOSY CASINO PARKW	10-336-113-25000	19.19
KCPL SERVICE PMTS	2953-72-9970 02/17	02/28/2017	4102 NW RIVERSIDE DR	10-337-106-25000	18.37
KCPL SERVICE PMTS	3086-70-0722 02/17	02/28/2017	2950 NW VIVION RD	10-337-102-25000	4,000.22
KCPL - STREET LTG	3147-73-7222 02/17	02/28/2017	2509 W PLATTE TS	10-331-000-26800	58.41
KCPL SERVICE PMTS	3578-68-5006 02/17	02/28/2017	4100 NW RIVERSIDE DR	10-337-106-25000	18.37
KCPL - STREET LTG	3948-82-2408 02/17	02/28/2017	4509 GATEWAY TS	10-331-000-26800	44.26
KCPL SERVICE PMTS	4649-50-9862 02/17	02/28/2017	4100 NW RIVERSIDE DR	10-337-106-25000	272.04
KCPL SERVICE PMTS	4884-79-8490 02/17	02/28/2017	4200 NW RIVERSIDE DR A	10-337-101-25000	20.41
KCPL SERVICE PMTS	5319-48-0868 02/17	02/28/2017	4100 NW RIVERSIDE DR	10-337-106-25000	258.99
KCPL SERVICE PMTS	7556-98-7111 02/17	02/28/2017	1001 NW ARGOSY PKWY	10-336-107-25000	1,029.40
KCPL SERVICE PMTS	7922-40-5202 02/17	02/28/2017	2990 NW VIVION RD	10-337-103-25000	2,337.74
KCPL SERVICE PMTS	8507-74-3245 02/17	02/28/2017	4200 NW RIVERSIDE DR	10-337-101-25000	875.88
KCPL SERVICE PMTS	8555-87-0016 02/17	02/28/2017	4498 NW HIGH DR	10-337-104-25000	1,510.64
KCPL SERVICE PMTS	8712-27-4759 02/17	02/28/2017	4101 VAN DE POPLIER SIREN	10-337-103-25000	30.95
KCPL SERVICE PMTS	8768-51-3516 02/17	02/28/2017	2805 NW VIVION RD	10-336-111-25000	180.43
KCPL SERVICE PMTS	9499-79-6859 02/17	02/28/2017	4500 NW HIGH DR	10-337-105-25000	258.48
KCPL SERVICE PMTS	9775-39-9838 02/17	02/28/2017	4700 HIGH DR	10-337-103-25000	31.50
JOHNSON, JONNA	02/27/17	02/28/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	49.18
KCPL SERVICE PMTS	8138-89-2268 02/17	02/28/2017	4103 NW TREMONT RD	10-337-117-25000	488.82
KC WEB	W06-10526	02/28/2017	INTERNET SERVICE	10-112-000-27000	200.00
SAM'S CLUB DIRECT	003812	02/28/2017	SUPPLIES	10-112-000-36100	49.28
SAM'S CLUB DIRECT	003812	02/28/2017	SUPPLIES	10-112-000-53900	56.50
KATHY ROSE	02/28/17	02/28/2017	REIMB SECURITY DEPOSIT	10-20010	50.00
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - ADMINISTRATION	10-112-000-19200	51.66
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - MUNICIPAL COURT	10-216-000-19200	7.38
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - PUBLIC SAFETY	10-221-000-19200	423.33
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - COMMUNICATION	10-223-000-19200	102.75
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - PS ADMINISTRATIO	10-224-000-19200	43.10
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - FIRE DEPARTMENT	10-226-000-19200	311.44
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - PUBLIC WORKS	10-331-000-19200	59.04

Expense Approval Report

Payment Dates: 02/28/2017 - 02/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - ENGINEERING	10-332-000-19200	29.03
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - COMMUNITY CENT	10-341-000-19200	14.76
LINCOLN NATIONAL LIFE INS.	3412682207	02/28/2017	LIFE INS. - COMMUNITY DEVE	10-819-000-19200	81.57
Fund 10 - GENERAL FUND Total:					16,982.04
Fund: 13 - TOURISM TAX FUND					
CAMARO CLUB OF KC	02/20/17	02/28/2017	TOURISM/CAMAROFEST CAR	13-112-000-21602	1,500.00
RIVERSIDE AREA CHAMBER O	02/20/17	02/28/2017	TOURISM/MUSICFEST	13-112-000-21602	80,000.00
Fund 13 - TOURISM TAX FUND Total:					81,500.00
Fund: 52 - PAL FUND					
SAM'S CLUB DIRECT	004099	02/28/2017	SUPPLIES	52-221-000-44510	75.32
Fund 52 - PAL FUND Total:					75.32
Grand Total:					98,557.36



Expense Approval Report

By Fund

Payment Dates 03/07/2017 - 03/07/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
QUALITY PLUMBING INC	65925	03/07/2017	INSTALLED NEW SWEAT ADA	10-337-102-41500	499.35
NORTH KANSAS CITY HOSPITA	2420	03/07/2017	DRUG TEST	10-115-000-30800	150.00
PLATTE CO SHERIFF'S DEPT. -	BB-PCDC-2017-14	03/07/2017	PRISONER HOUSING	10-216-000-43600	3,465.00
PLATTE CO SHERIFF'S DEPT. -	MB-PCDC-2017-27	03/07/2017	MEDICAL EXPENSE - MARTIN,	10-216-000-43600	5.50
TOWNER COMMUNICATIONS,	2656	03/07/2017	PHONE UPDATE	10-224-000-40709	275.00
ATLAS GLASS & DOOR, INC	8283	03/07/2017	REPLACE BUTT HINGES FULL S	10-337-103-41500	597.34
REJIS COMMISSION	INV0052942	03/07/2017	LEWEB SUBSCRIPTION SERVIC	10-223-000-43401	669.20
REJIS COMMISSION	INV0052954	03/07/2017	LEWEB SUBSCRIPTION	10-216-000-43400	21.01
P1 GROUP, INC	000020635	03/07/2017	MIXING BOX/LOBBY	10-337-102-41500	259.50
P1 GROUP, INC	000020636	03/07/2017	CONTACTORS/RTU #2	10-337-102-41500	224.76
P1 GROUP, INC	000020637	03/07/2017	ICE MACHINE	10-337-103-41500	259.50
P1 GROUP, INC	000020638	03/07/2017	ROOT TOP UNIT #2	10-337-102-41500	361.25
MULTIPLE SERVICES EQUIPME	45191	03/07/2017	POSTBASE LABELS	10-112-000-51500	36.30
MONTEBELLA HOMES ASSN, I	#1	03/07/2017	MONTEBELLA STREET LIGHT A	10-331-000-26800	8,270.60
LANDMARK NEWSPAPER, THE	24108	03/07/2017	NOTICE OF PUB HEARING/REZ	10-819-000-32700	47.99
LANDMARK NEWSPAPER, THE	24111	03/07/2017	NOTICE PUB HEARING/VACAT	10-819-000-32700	87.91
LANDMARK NEWSPAPER, THE	24113	03/07/2017	NOTICE TO BID/2017 STREET	10-332-000-32700	72.55
KCATA	IT 2542	03/07/2017	CONTRACT AGREEMENT/201	10-112-000-22300	1,247.00
KCATA	IT 2543	03/07/2017	CONTRACT AGREEMENT/201	10-112-000-22300	1,250.00
KCATA	IT 2544	03/07/2017	CONTRACT AGREEMENT/201	10-112-000-22300	1,250.00
STOP STICK, LTD	0008443-IN	03/07/2017	FREIGHT/RED STOP STICK	10-224-000-51500	18.00
DAMON PURSELL	205688	03/07/2017	YARD WASTE DISPOSAL	10-331-000-26100	266.00
LAURA JEANNE LYNCH	2017-9	03/07/2017	NEWSLETTER, EDITORIAL, WRI	10-112-000-21300	2,000.00
PATEK & ASSOCIATES LLC	3711	03/07/2017	CONSULTING SERVICE	10-112-000-21300	3,500.00
TG TECHNICAL SERVICES, LLC	13101	03/07/2017	GAS INSTRUMENT CALIBRATI	10-226-000-40001	420.00
ALPHAGRAPHICS #190	47050	03/07/2017	NEWSLETTER	10-112-000-32000	1,212.11
P1 GROUP, INC	000020953	03/07/2017	ROOF TOP UNIT 2 IN HEAT M	10-337-102-41500	361.25
P1 GROUP, INC	000020954	03/07/2017	RTU #1	10-337-102-41500	259.50
LOGO U UP, LLC	2988	03/07/2017	SWAT SHIRTS	10-221-000-53706	350.00
LOGO U UP, LLC	2990	03/07/2017	EMBROIDER LEFT CHEST & BA	10-332-000-56000	20.00
CORNELL ROOFING & SHEET	2998	03/07/2017	REPAIR ROOF FIRE STATION	10-337-103-41500	1,544.00
MR MAT	533796	03/07/2017	ENTRY MATS	10-337-101-41500	24.86
MR MAT	533797	03/07/2017	ENTRY MATS	10-337-103-41500	30.77
MR MAT	533798	03/07/2017	ENTRY MATS	10-337-102-41500	30.48
SHRED-IT US JV LLC	8121802022	03/07/2017	SHREDDING/CITY HALL	10-112-000-50500	83.90
ED M FELD EQUIPMENT CO, I	0307931-IN	03/07/2017	WESTCOYDYNE PLUS	10-226-000-56002	46.80
JAY'S UNIFORMS	24916	03/07/2017	NAME BARS/HENDRIX & KING	10-226-000-56000	46.31
LEVEL 3 COMMUNICATIONS,	52336557	03/07/2017	2950 NW VIVION RD	10-112-000-27000	661.25
MISSOURI ONE CALL SYSTEM,	7020263	03/07/2017	LOCATE FEES (374)	10-331-000-21306	486.20
CITY TREASURER	AB17-MARCH	03/07/2017	AMBULANCE SERVICES/ 03/0	10-226-000-44800	7,577.50
PLATTE CO SHERIFF'S DEPT. -	MOWIN2017	03/07/2017	ANNUAL CONTRIBUTION	10-224-000-34500	100.00
P1 GROUP, INC	000019996	03/07/2017	MATERIALS ONLY - FAN MOT	10-337-102-41500	494.96
P1 GROUP, INC	000019997	03/07/2017	REPAIR MAKE UP AIR/FIRE BA	10-337-103-41500	516.88
P1 GROUP, INC	000019998	03/07/2017	RTU #2	10-337-102-41500	361.25
P1 GROUP, INC	000019999	03/07/2017	ROOF TOP UNIT 21	10-337-102-41500	259.50
TYLER TECHNOLOGIES, INC	025-181786	03/07/2017	ACUCORP ACUSERVER/BUILD	10-112-000-40700	1,449.31
MR MAT	534082	03/07/2017	ENTRY MATS	10-337-101-41500	24.86
MR MAT	534083	03/07/2017	ENTRY MATS	10-337-102-41500	30.48
MR MAT	534084	03/07/2017	ENTRY MATS	10-337-103-41500	30.77
MOBILPHONE	6062456	03/07/2017	PAGER RENTAL	10-224-000-27400	240.00
MILES OF SMILES	03/02/17	03/07/2017	REIMB ONE HALF COST OF N	10-112-000-22910	249.25
METRO K C CHAPTER OF ICC	03/02/17	03/07/2017	ANNUAL MEMBERSHIP/FOWL	10-226-000-34511	30.00
LITTLER MENDELSON, P.C.	4585722	03/02/2017	LEGAL SERVICES	10-226-000-20300	306.00

Expense Approval Report

Payment Dates: 03/07/2017 - 03/07/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PLATTE CO SHERIFF'S DEPT. -	MB-PCDC-2017-28	03/07/2017	MEDICAL EXPENSE - PFANNES	10-216-000-43600	5.50
PLATTE CO SHERIFF'S DEPT. -	MB-PCDC-2017-29	03/07/2017	MEDICAL EXPENSE - THOMAS,	10-216-000-43600	40.90
Fund 10 - GENERAL FUND Total:					42,128.35
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
ED M FELD EQUIPMENT CO, I	0306501-IN	03/07/2017	HIGH CYCLE CLIPS	21-058-000-75100	196.00
WILLIAMS, SPURGEON, KUHL	00001	03/07/2017	PUBLIC SAFETY ASSESSMENT	21-058-000-75100	4,347.74
ED M FELD EQUIPMENT CO, I	0305868-CM	03/07/2017	CREDIT/FACE SEAL, ASSY, CO	21-058-000-75100	-2,214.00
ED M FELD EQUIPMENT CO, I	0305959-IN	03/07/2017	HOSE, ADAPTER,NIPPLE,COUP	21-058-000-75100	495.00
ED M FELD EQUIPMENT CO, I	0304857-IN	03/07/2017	FACE SEAL, NOSECAP, ASSY, C	21-058-000-75100	2,655.00
ED M FELD EQUIPMENT CO, I	0307605-GM	03/07/2017	NOSECUPS	21-058-000-75100	-441.00
K & G STRIPING, INC.	170024-1	03/07/2017	REPAINT LINES/GATEWAY 47T	21-025-000-53000	2,620.00
AYLETT SURVEY & ENGINEERI	7145	03/07/2017	LOCATE ST LIGHTS/MONTEBE	21-025-000-51000	1,050.00
WILLIAMS, SPURGEON, KUHL	00002	03/07/2017	PUBLIC SAFETY ASSESSMENT	21-058-000-75100	4,372.60
K & G STRIPING, INC.	160005-12	03/07/2017	ROAD SIGNS, CROSSWALK M	21-025-000-53000	800.00
K & G STRIPING, INC.	160005-13	03/07/2017	REMOVE & REPLACE MARKIN	21-025-000-53000	2,604.00
K & G STRIPING, INC.	160005-14	03/07/2017	CAMERA SIGNS/RECYCLING A	21-025-000-53000	450.00
K & G STRIPING, INC.	160005-15	03/07/2017	REMOVAL TRUNCATED DOME	21-025-000-53000	250.00
K & G STRIPING, INC.	160005-16	03/07/2017	MATTOX RD QUIET ZONE/RES	21-025-000-53000	788.00
EROSION SPECIALISTS, LLC	3290	03/07/2017	DRY SEEDING/LINE CREEK TR	21-025-000-53000	200.00
ED M FELD EQUIPMENT CO, I	0307094-CM	03/07/2017	HIGH CYCLE CLIPS	21-058-000-75100	-196.00
ED M FELD EQUIPMENT CO, I	0307288-IN	03/07/2017	HIGH CYCLE SPRING CLIP	21-058-000-75100	196.00
ED M FELD EQUIPMENT CO, I	0307308-CM	03/07/2017	FACE SEAL	21-058-000-75100	-1,368.00
ED M FELD EQUIPMENT CO, I	0307309-IN	03/07/2017	FACE SEAL	21-058-000-75100	1,368.00
HOUSTON EXCAVATING	#151	03/07/2017	TOPSOIL/LINE CREEK TRAIL	21-025-000-53000	6,185.00
Fund 21 - CAPITAL IMPROVEMENTS FUND Total:					24,358.34
Fund: 30 - CAPITAL EQUIPMENT FUND					
911 CUSTOM, LLC	25252	03/07/2017	CONSOLE, ACCESSORY, BOX, I	30-226-000-60000	76.78
Fund 30 - CAPITAL EQUIPMENT FUND Total:					76.78
Grand Total:					66,563.47

A RESOLUTION APPOINTING JOHN HERYER TO THE BOARD OF ZONING ADJUSTMENT OF THE CITY OF RIVERSIDE, MISSOURI

WHEREAS, the composition of the Riverside Board of Zoning Adjustment provides for the appointment of five (5) citizen members by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, the service of the members of the board is a five (5) year term with no term limits; and

WHEREAS, the Mayor has recommended the appointment of John Heryer to fulfill the term expiring in February 2019, or until a successor is duly appointed. Mr. Heryer is filling the vacancy due to the move of Micah Pope; and

WHEREAS, the Board of Aldermen find it is in the best interest of the city to approve and ratify such appointment as proposed by the Mayor;

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

THAT the appointment of John Heryer, Ward I, 1805 NW 42th Street, Riverside Missouri; is hereby appointed by the Mayor and ratified by the Board of Aldermen as a member of the Board of Zoning Adjustment Board to fulfill a term with two years remaining and expiring in February 2019, or until a successor is duly appointed; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of March, 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION AWARDDING THE BID FOR CONSTRUCTION OF THE 2017 STREET MAINTENANCE PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND METRO ASPHALT, INC. FOR CONSTRUCTION OF SUCH PROJECT

WHEREAS, the City issued a request for bids for the construction of improvements for 2017 Street Maintenance Project (Proj. No. 316-016) ("Project"); and

WHEREAS, the City received four (4) responses to its request for bid and the proposal submitted by Metro Asphalt, Inc. ("Metro Asphalt") in the amount of \$455,480.00 has been evaluated by the City and recommended as the most advantageous proposal for performance of the project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into a contract with Metro Asphalt, Inc 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 Metro Asphalt, Inc. for the construction of the 2017 Street Maintenance Project in the amount of \$455,480.00 is hereby accepted and approved; and

FURTHER THAT an agreement by and between the City of Riverside and Metro Asphalt, Inc. in substantially the same form as attached hereto in Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the project is subject to the requirements of Section 292.675 RSMo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. Such training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation; and

FURTHER THAT the Mayor, City Administrator, City Attorney, and Finance Director are hereby authorized to execute all documents and agreements necessary or incidental to carry out the terms and conditions of such bid award and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside Missouri the _____ day of March, 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT “A”

2017 Street Maintenance Project Manual

PROJECT MANUAL

2017 STREET MAINTENANCE PROJECT

PROJECT NO: 316-016

The City of Riverside, Missouri

February 21, 2017

TABLE OF CONTENTS

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

<i>ADVERTISEMENT FOR BIDS</i>
<i>INFORMATION FOR BIDDERS</i>
<i>BID FOR UNIT PRICE CONTRACT</i>
<i>BID FORM</i>
<i>BID BOND</i>
<i>EXPERIENCE QUESTIONNAIRE</i>
<i>AFFIDAVIT for WORK AUTHORIZATION</i>

AGREEMENT

EXHIBIT A	PERFORMANCE BOND
EXHIBIT B	PAYMENT BOND
EXHIBIT C	STATE PREVAILING WAGE RATES (MISSOURI)
EXHIBIT D	TIME FOR COMPLETION
EXHIBIT E	SCOPE OF WORK
EXHIBIT F	TECHNICAL SPECIFICATIONS
EXHIBIT G	NOTICE TO PROCEED
EXHIBIT H	EXAMPLE - APPLICATION FOR PAYMENT FORM
EXHIBIT I	EXAMPLE - CHANGE ORDER FORM
EXHIBIT J	CERTIFICATE OF SUBSTANTIAL COMPLETION
EXHIBIT K	AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
EXHIBIT L	CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
EXHIBIT M	SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
EXHIBIT N	ENGINEER/CONSULT. CERT. for Acceptance & Final Payment

SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

<u>Section</u>	<u>Description</u>
01015	CONTRACTOR USE OF PREMISES
01030	SPECIAL CONDITIONS
01040	COORDINATION
01051	CONSTRUCTION SURVEY AND STAKING
01060	STANDARD SPECIFICATIONS AND PLANS
01270	MEASUREMENT AND PAYMENT
01310	JOB SITE ADMINISTRATION
01320	CONSTRUCTION SCHEDULE
01330	SUBMITTALS

01410	TESTING LABORATORY SERVICES
01524	WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE
01567	POLLUTION CONTROL
01570	TEMPORARY TRAFFIC CONTROL
01732	DEMOLITION

DIVISION 2 – SITEWORK

<u>Section</u>	<u>Description</u>
02230	CLEARING AND GRUBBING
02300	EARTHWORK
02350	EROSION AND SEDIMENT CONTROL
02510	ASPHALT PAVEMENTS
02520	PORTLAND CEMENT CONCRETE PAVING
02870	PAVEMENT MARKINGS
03002	CONCRETE

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

**CITY OF RIVERSIDE, MISSOURI
ADVERTISEMENT FOR BIDS**

Separate sealed bids for the **2017 STREET MAINTENANCE PROJECT** (Project No. 316-016) will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on February 21, 2017**, with **no pre-bid** and then publicly opened and read aloud at Riverside City Hall.

The Information for Bidders, Form of Bid, Agreement, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other Contract Documents may be examined at the office of the City Engineer at the above city hall address. Copies may also be obtained at the above city hall address. You can also view the Information for bidders and advertisement on the City of Riverside's website <http://www.riversidemo.com/rfps>.

The City reserves the right to waive any informality or to reject any or all bids. Each bidder must deposit a bid security in the amount, form and subject to the conditions provided in the Information for Bidders. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the agreement, Section 3-DBE, Segregated Facility, Section 109, and E.O. 11246. MBE and WBE bidders are encouraged to bid.

Dated: February 6, 2017

CITY OF RIVERSIDE, MISSOURI
INFORMATION FOR BIDDERS

The City of Riverside, Missouri (the "City") invites sealed bids on the forms contained in the Bid Package and Contract Documents for the

2017 STREET MAINTENANCE PROJECT
(Project No. 316-016)

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 **February 21, 2017**, at which time all sealed bids will be publicly opened and read in the presence of one or more witnesses. The envelope(s) containing the bids must be sealed, clearly marked on the outside of the envelope **"2017 STREET MAINTENANCE PROJECT (Project No. 316-016)"** 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 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.

2. There will not be a **Pre-Bid Meeting**.

3. 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.

4. Preparation and Submission of Bid. Each bid must be submitted on the prescribed form(s) and accompanied by:

- (1) Qualifications of Bidder (Experience Questionnaire) with Certificate of Good Standing
- (2) Affidavit of Work Authorization with E-Verify attached (2 pages)
- (3) Bid Security 5% - Bid for Unit Price
- (4) Bid Bond
- (5) Bid Form

All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. 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.

A complete set of the bidding documents are on file for examination at the office of the City Engineer at Riverside City Hall or on the City of Riverside's website <http://www.riversidemo.com/rfps>. A copy the bidding documents may be obtained from Riverside City Hall, Telephone 816-741-3993.

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.

5. Addenda and Interpretations: No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to:

City Engineer, City of Riverside: Travis Hoover; thoover@riversidemo.com or 816-372-9004

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 either hand delivered by a deliverer with receipt of delivery, or mailed by the fastest delivery method available via registered mail or overnight delivery, and may also be mailed electronically or faxed to all prospective bidders recorded as having received the Bid Documents, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Addenda may also be issued to modify the Bid Documents as deemed advisable by the City. At the time of Bid submission, each Bidder shall verify that it has considered all written addenda. **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.**

6. Substitute Material and Equipment: The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is indicated in the drawings or 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".

7. Subcontracts: The bidder shall submit to the 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.

8. Qualifications of Bidder (Experience Questionnaire): 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.

Key Personnel. Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)

GC Project Manager
On-Site Field Superintendent
QC/QA Manager
Safety Officer

For each of the Key Personnel, provide the following background information:

- Years of employment with current employer;
- Other projects this person will be involved with concurrently with the project;
- Provide professional registrations, education, certifications and credentials held by the person that are applicable to the Project.

Quality Assurance/Quality Control Plan. Provide a summary of Bidder's Quality Assurance/Quality Control Plan for this project

- Describe key issues that might affect the Project schedule and how Bidder proposes to address them
- Provide a statement regarding all work performed two (2) years immediately preceding the date of the Bid that contains either (a) any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed

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 seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Statement of Bidder's bond history over the past seven (7) years including any incidences of failure to perform.

- 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 strawbids

9. Bid Security: Each bid must be accompanied by a bid bond payable to the City for five percent (5%) of the total amount of the bid. A certified check made payable to "The Treasurer of the City of Riverside" may be used in lieu of a bid bond. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

As soon as the bid prices have been compared, the City will return the bonds of all except the three (3) lowest responsible bidders. The bid bond of the remaining bidders will be retained by the City until the earlier of (a) the 91st day after the bid opening, or (b) execution and delivery of the Agreement together with all bonds, evidence of insurance, work authorization affidavit and other documents required under the Agreement by the bidder to whom Notice of Award is given. The Bid Security shall be forfeited to the City if the bidder to whom an award is made fails to enter into the required contract or fails to deliver the required performance or payment bonds.

10. Liquidated Damages for Failure to Enter into Agreement: If the Bidder fails or refuses to execute the Agreement and deliver such additional documentation within ten (10) days of Notice of Award, any Bid Security shall immediately become due and payable and forfeited to the City as liquidated damages. Bidders agree that this is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to honor its bid and that the liquidated damages in this Section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for the Bidder's refusal to honor its bid.

11. 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 by 6/30/2017. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the Agreement and Contract Documents. No time extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City. **Bidder agrees that the sum of \$500 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this Section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.**

12. 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.

13. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of 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.

14. Method of Award - Lowest Responsible Bidder: If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded to the "lowest responsible bidder". If such bid exceeds such amount, the City may reject all bids or may award the contract on such items as identified by and

deemed in the best interest of the City, in its sole discretion, as produces a net amount which is within the available funds. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

The City reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive or conditional bids. In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation, in the sole determination by the City, indicates to the City that the award will be in the best interests of the project.

15. 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 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.

REJECTION OF BID SHALL CREATE NO LIABILITY ON THE PART OF THE CITY OF RIVERSIDE, MISSOURI BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THIS CONDITION.

16. 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.

17. 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.

18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Section 292.675, RSMo
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at Contractor's office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.
- d. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

19. Prevailing Wage: Wage rates for the project shall be not less than the prevailing wage rates for Platte County currently in effect as determined by the Division of Labor Standards of the State of Missouri, pursuant to RSMo 290.210 et seq. The Contractor will forfeit a penalty to the City of \$100 per day, or portion thereof, for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or any Subcontractor.

20. Reserved

21. 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.

22. 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.

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

24. 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.

25. 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. The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this bid, socially and economically disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, age, ancestry or national origin in consideration for an award. The City of Riverside is an equal opportunity employer and encourages minority, women and disadvantaged contractors to submit bids.

26. Security for Payment and Faithful Performance: Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and 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.

27. 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 ten (10) 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.

BID FOR UNIT PRICE

To: City of Riverside, Missouri
Project: 2017 Street Maintenance
Project No. 316-016
Date February 21, 2017

Proposal of Metro Asphalt, Inc. (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of Missouri, a corporation/partnership/ or individual doing business as Metro Asphalt, Inc.

To the City of Riverside, Missouri (hereinafter called "City")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the construction of the above referenced project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice of Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day as provided in the Contract Documents. Bidder agrees that the sum of \$500 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.

Bidder acknowledges receipt of the following addendum(s):

No Addendums

Bidder agrees to perform all of the project work described in the scope of work, for the unit prices contained in the attached Bid for Unit Price attached hereto. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern:

Four Hundred Fifty-Five Thousand Four Hundred Eighty Dollars and Zero Cents.

(\$ 455,480.00)

The unit prices attached shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article VII of the Agreement.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Agreement.

The bid security attached in the sum of Five Percent of Amount Bid
(\$ 5%) is to become the property of the City in the event the Agreement and all Contract Documents, including the Performance and Payment Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

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

Respectfully submitted:

(SEAL - if bid is by a corporation)

By



Title: President

Street: 3811 N. Cobbler Road

City, State, Zip: Independence, MO 64058

Phone: 816-836-7400

BID FORM

BID FOR UNIT PRICE CONTRACTS (Pricing)

CONTRACTOR: Metro Asphalt, Inc.

2017 STREET MAINTENANCE PROJECT (316-016)

ITEM NO.	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	PRICE EXTENSION
1	6" Concrete Trail Replacement	1,460	SF	8.00	11,680.00
2	Curb and Gutter Replacement	7,000	LF	34.25	239,750.00
3	4" Concrete Sidewalk Replacement	17,000	SF	5.75	97,750.00
4	Truncated Domes	200	SF	142.00	28,400.00
5	8" Concrete Approach Replacement	9,000	SF	7.50	67,500.00
6	Adjust Top of Curb Inlet	4	EA	2,600.00	10,400.00
	TOTAL BID				455,480.00

Item NO. 1

- Located at the 3.2 Mile Marker of the Line Creek Trail. (south of I-29) Access from NW Mandan road on Gateway Ave.
- Provide demo, installation of 18" HDPE, grading, and fiber reinforced concrete to alleviate 146' of 10' trail from a low water crossing
- Fill material, baserock, 18" HDPE is provided
- To be completed by March 31, 2017

75% of Items NO. 2-6 to be completed by June 30, 2017 include:

- 47th Terr
- Florence Ave
- 50th St
- 50th Terr
- 51st St
- Woodside Dr
- Woodside Ct
- Flintridge Dr
- City Hall campus

The remainder of Items NO. 2-6 will be used on an as needed basis

BID BOND
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Metro Asphalt, Inc. as PRINCIPAL and
West Bend Mutual Insurance Company as SURETY, are held and firmly bound
unto the City of Riverside, Missouri, ("City") in the sum of
Five percent of bid (\$ 5% of bid)
("Bid Security"), for the payment of which sum well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted a
bid dated February 21, 2017, to enter into a contract in writing for the 2017
STREET MAINTENANCE PROJECT (Project No. 316-016);

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the opening of
bids, or, if no period be specified, within ninety (90) days after the bid opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract in the form
of contract attached hereto, properly completed with all attachments and requirements pertaining
thereto, and shall furnish a bond for the faithful performance of said contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, shall in all other respects
perform the agreement created by the acceptance of said Bid within ten (10) days after such Contract
Documents are presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure to enter into
such contract within the time specified, then the Bid Security shall immediately become due and
payable and forfeited to the City as liquidated damages. Principal and Surety agree that this is a fair
and reasonable approximation of the actual damages incurred by the City for the Principal's failure to
honor its bid and that the liquidated damages in this section are not penal in nature but rather the
parties' attempt to fairly quantify the actual damages incurred by the City for the Principal's refusal to
honor its bid.

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

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

Metro Asphalt, Inc.

PRINCIPAL

By: Russell D. Buehler

(Signature)

Printed Name: Russell D. Buehler

Title: President

Date: February 21, 2017

I hereby certify that surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

West Bend Mutual Insurance Company

SURETY

By: David S. Salavitch

(Signature)

Printed Name: David S. Salavitch

Title: attorney in fact

Date: February 21 2017

SURETY POWER OF ATTORNEY MUST BE ATTACHED



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:

David S. Salavitch

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:

Five Million Dollars (\$5,000,000)

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.

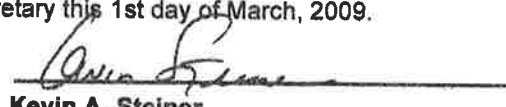
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory 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

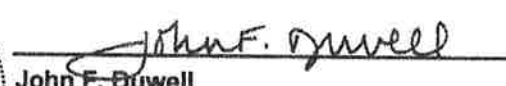



Kevin A. Steiner
Chief Executive Officer / President

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 21st day of Feb 2017




Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

EXPERIENCE QUESTIONNAIRE

(To be completed by each Bidder and submitted with Bid)

FAILURE TO COMPLETE THIS FORM WILL RESULT IN THE REJECTION OF THE BID.

Metro Asphalt, Inc.

(Company Name)

(Primary Contact Name)

3811 N. Cobbler Road

(Address)

Independence, MO 64058

(City, State, Zip Code)

816-836-7400

(Phone Number)

816-257-2853

(Fax Number)

(E-mail)

Federal ID Number: 43-1454306 or SSN: _____

Construction Capabilities: (Check all that apply)

☒ General Contracting

☐ Electrical

☐ Plumbing

☐ HVAC

☐ Demolition

☐ Earthmoving

☐ Asbestos Abatement

☐ Other: _____

For Corporations Only:

Name of State(s) in which incorporated: Missouri

Date(s) of incorporation: February 10, 1987

Attach Certificate of Good Standing for State in which incorporated.

If not incorporated in Missouri, also **attach Certificate of Authority to do Business in Missouri.**

Certificate Number: _____ Date: _____

Name of the following officers:

Russell D. Buehler

(President's Name)

Daniel C. O'Donnell

(Vice-President's Name)

Russell D. Buehler

(Secretary's Name)

Anita K. Bisby

~~(Treasurer's Name)~~ (Assistant Secretary)

For Partnerships Only:

Date of Organization: _____

Type of Partnership: General Limited Association

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

(Name) (Address) (City, State, Zip)

(Name) (Address) (City, State, Zip)

EXPERIENCE QUESTIONNAIRE

1. How many years has your Company been in business as a contractor under your present business name? 31
2. List all other prior business names and locations under which you or any partner, principal or other officer of your company has ever done business:

N/A

3. How many years' experience in the proposed type and size of construction work has your Company had: (a) as a general contractor 21; (b) as a subcontractor 31?
4. List the three most recent projects your Company has completed similar in scope to the proposed work:

Project Name or City Oakwood Estates of Kearney - 2nd Plat

Contact Name John Juergens Phone 816-365-6893

Contract Amount \$ 131,004.00 When Completed? Oct, 2016

Description of Work Remove Existing Asphalt, 8" Asphalt Paving, Concrete Curb & Gutter & Signs

Project Name or City Adams Pointe Village - 2nd Plat

Contact Name Randy Sallee Phone 816-525-2891

Contract Amount \$ 123,100.59 When Completed? Sept 2016
Description of Work Concrete Curb & Gutter, Asphalt Repair & Asphalt Pavement

Project Name or City City of Kearney 2016 Concrete Cut & Patch

Contact Name David Pavlich Phone 816-628-4142

Contract Amount \$ 67,300.50 When Completed? Oct. 2016

Description of Work Concrete Cut & Patch, Curb Replacement, Curb Inlet Box Throat & Sidewalk Replacement

5. What other important projects has your Company completed?

Project Name or City City of Richmond 2015 Street Mill & Overlay Project

Contact Name Dale Shipp Phone 816-820-5190

Contract Amount \$ 181,845.00 When Completed? June 2016

Description of Work Milling & Asphalt Overlay

Project Name or City City of Lexington 2016 Street Resurfacing

Contact Name Don Coen Phone 660-232-1217

Contract Amount \$ 129,888.00 When Completed? July 2016

Description of Work Milling & Asphalt Overlay

Missouri Department of Transportation

Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

January 17, 2017

Metro Asphalt, Inc.
3811 N Cobbler Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. The questionnaire qualifies you to bid as a prime contractor on highway projects of **any dollar amount**. Your questionnaire will be retained on file for one year, with an expiration date of January 31, 2018. Your contractor vendor number is **0011218**. If you have any questions pertaining to filing questionnaires or to expiration dates, please call Christina Teter at 573-751-8305.

The Highway and Transportation Commission does not issue a gross qualification figure to prospective bidders. The lowest responsible bidder for each project is determined by the commission, while taking into consideration the required contractor questionnaire, experience, skill, performance, and current contract commitments of the bidder. The Commission reserves the right to reject any bid and also the right to reject all bids.

If a successful bidder is doing business in the State of Missouri under a fictitious name, then such bidder shall furnish to the Highway and Transportation Commission a certified copy of its registration of fictitious name. All successful bidders who are corporations organized in states other than Missouri shall furnish to the commission a certified copy of a certificate of authority to do business in Missouri. Both the registration of fictitious name and the certificate of authority to do business in Missouri may be obtained from the Secretary of State, Corporate Division, P.O. Box 778, Jefferson City, MO 65102. In the event the successful bidder already has on file with the commission such a certificate, then an additional certificate will not be required.

Sincerely yours,



David D. Ahlvers
State Construction and Materials Engineer



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

6. List at least two engineering firms with whom you have worked, and the name of the individual who was your primary point of contact:

7. Have you ever failed to complete any work on a project or defaulted on a contract? If so, where and why? (attach additional pages if necessary)

No

8. Name of your Surety Company, and the name and address of your agent you expect to use in the event this contract is awarded to you:

West Bend Mutual Insurance Company

Alscott, Inc., 24901 Woodland Circle, Lee's Summit, MO 64086

9. What is your present bonding capacity?

5 M

10. List each and every incidence of failure to perform that resulted in a claim under a Performance or Payment Bond:

N/A

11. The construction experience of the Key Personnel in your Company is required. At a minimum, information regarding experience and qualifications of the following positions must be provided: GC Project Manager, On-Site Field Superintendent, QC/QA Manager, Safety Officer.

NAME Dustin Durand Position Project Manager/Field Super

Years of construction experience: 20

Magnitude & Type of Work See Attached

In What Capacity? _____

Years of Employment with Contractor: _____

Other projects this individual will be involved with concurrently with this project:

Metro Asphalt
3811 North Cobbler Road
Independence, MO 64058

Bid Requirements for:

Project Title: 2017 Street Maintenance Program

Project Number: 316-016

Experience of Competency to Perform Submittal:

- a) Form 00410.01 Experience Reference Summary – See attachment #1.**
- b) Key Project Personnel:**

GC Project Manager:	Dustin Durand
On-Site Field Superintendent:	Clayton Martin
QC/QA Manager:	PSI Testing
Safety Officers:	Dustin Durand/Russell Buehler

- c) Key Project Personnel Background Information:**

Project personnel have well over 25+ years of experience in Heavy/Highway Construction.

- d) Tasks involved in the Project:**

- Demolition of Various Types of Curbs and Pavements
- Concrete Sidewalk & Trails
- ADA Ramp Reconstruction
- Curb & Gutter Reconstruction
- Adjust Inlet Tops
- Seed & mulch all disturbed work areas

- e) Technical Elements:**

Metro Asphalt will utilize its 30 years of construction experience and knowledgeable staff who are thoroughly experienced in all facets of heavy highway construction to complete the project.

- f) Proposed Project Bid Schedule – See attachment #2.**

g) Key issues that might affect the Project Schedule

Encountering unforeseen utility conflicts, differing site conditions, right-of-way issues and/or inclement weather.

h) Summary of the Project Safety Plan for the Project:

- 1) Metro Asphalt has developed and maintains a company safety plan & policy to ensure full compliance with OSHA and other regulatory agencies guidelines. Key elements of the Plan are to provide each worker with the tools & equipment necessary to ensure a safe working environment. A copy of the Metro Asphalt Safety Plan is available upon request.
- 2) Metro Asphalt is in full compliance with and adheres to OSHA.
- 3) Statement of Bidder's Experience Modification Ratio (EMR) – See attachment #3.

i) Traffic Control Requirements:

Metro Asphalt intends to on an as needed basis to subcontract the traffic control services to a certified traffic control company in good standing with the City.

j) Identify any other special issues or problems that are likely to be encountered:

Identify alternate travel routes for the motoring public and local businesses.

k) Community Relations:

Metro Asphalt intends to notify all local businesses within project location.

l) Describe any difficulties Bidder anticipates encountering in servicing the City:

Prompt turnaround on submittals and timely payment on completed work.

m) Summary of Bidder's Quality Assurance/Quality Control Plan for this project:

Metro Asphalt will employ the services of a licensed testing firm which is in good standing with the City.

n) Statement regarding all work performed two (2) years immediately preceding the date of the Bid of any written notices of violations of any federal or state wage statute:

Metro Asphalt is in good standing with both Federal and State agencies – No violations have been issued. Metro Asphalt is current on payment of Federal and State income tax withholdings and unemployment insurance payments.

- o) Statement regarding all work performed two (2) years immediately preceding the date of the Bid of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed:**

Metro Asphalt is in good standing with the Federal, State and Local DBE/MBE/WBE Programs – No violations have been issued. Metro Asphalt has met all Program requirements.

- p) 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:**

Metro Asphalt has not been rescinded or debarred from bidding, contractual, procurement, or other such programs by federal, state or local entities.

- q) Statement that the Bidder is current on payment of Federal and State income withholdings and unemployment insurance payments:**

Metro Asphalt is current on payment of Federal and State income tax withholdings and unemployment insurance payments.

- r) Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling:**

Metro Asphalt has not been involved in litigation or arbitration proceedings with Federal or State agencies within the past five (5) years.

- s) Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform:**

Metro Asphalt has not defaulted or failed to perform. Metro Asphalt available credit is unlimited. Additional credit information is provided in attachment #4.

- t) MBE/WBE past project performance and compliance with participation goals in comparable size commercial project:**

Metro Asphalt has achieved full-compliance on past projects and will continue to meet contract stated MBE/WBE goals for this project.

Evidence of Competency to Perform Submittal
Page 4 of 4

The undersigned hereby certifies the information provided herein in verification of the recitals comprising the Bidder's Evidence of Competency to Perform as required in Item #3 of the Instruction to Bidders is true and correct.

Dated this 21 day of Feb, 2017.

Name of Bidder: Metro Asphalt

By:

Russell D. Buehler

Title:

President

State of Missouri) SS

County of Jackson)

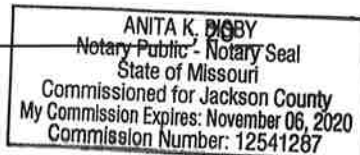
Russell D. Buehler being duly sworn deposes and says that he/she is President of Metro Asphalt and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21st day of February, 2017.

Anita K. Busby

Notary Public

My Commission expires _____



Education, professional registrations, certifications and credentials held by individual applicable to the Project:

NAME See Attached Position _____

Years of construction experience: _____

Magnitude & Type of Work _____

In What Capacity? _____

Years of Employment with Contractor: _____

Other projects this individual will be involved with concurrently with this project:

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

NAME See Attached Position _____

Years of construction experience: _____

Magnitude & Type of Work _____

In What Capacity? _____

Years of Employment with Contractor: _____

Other projects this individual will be involved with concurrently with this project:

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

12. List the major items of equipment which you own or which will be used on the project:

<u>Quantity, Description, & Capacity</u>	<u>Age in Years</u>	<u>Condition</u>
Caterpillar 305 Trackhoe	2	Excellent
Tandem Peterbilt Dump Truck	10	Good
Caterpillar 259 Skidsteer	3	Good
Misc. Pickup Trucks & Trailers	Various	Good

13. List below the contracts to which your company, any principal in your company, or any prior companies owned by a principal in your company were a party during the previous seven (7) years that involved litigation of any type, arbitration, mechanics lien claim or other claim in an amount over \$10,000 (include pending cases with a notation that the matter is still unresolved):

N/A

14. On a typical project, what percent of the work is completed by your own forces? 90 % What percent by subcontract? 10 %. List subcontractors you propose to use on this project and their responsibility in this contract.

<u>Subcontractor Name</u>	<u>Contract Responsibility</u>	<u>% of Contract</u>
(1) <u>N/A</u>		
<u>Address</u>	<u>State</u>	<u>Zip</u>
<u>Phone Number</u>		
(2) <u></u>		
<u>Address</u>	<u>State</u>	<u>Zip</u>
<u>Phone Number</u>		
(3) <u></u>		
<u>Address</u>	<u>State</u>	<u>Zip</u>
<u>Phone Number</u>		
(4) <u></u>		
<u>Address</u>	<u>State</u>	<u>Zip</u>
<u>Phone Number</u>		
(5) <u></u>		
<u>Address</u>	<u>State</u>	<u>Zip</u>
<u>Phone Number</u>		

15. Is your Company current on payment of Federal and State income tax withholdings and unemployment insurance payments? Yes.

If the answer is no, please provide detail: _____

16. Has your Company, or any principal in your company, been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities?
No.

If the answer is yes, please provide detail: _____

17. Has your Company received any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against your Company or paid by your Company during the last two (2) years? No.

If the answer is yes, please provide the detail of each and every such notice: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Experience Questionnaire and agrees to hold any such person, firm or corporation harmless for providing any such information to the City of Riverside.

Dated on behalf of said Company this 21st day of February, 20 17.

By: _____

Title President

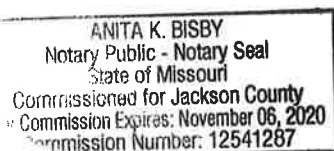
State of Missouri)
) ss
County of Jackson)

being duly sworn, deposes and says that he or she is the President of Metro Asphalt, Inc. Company, that he/she has been authorized by such Company to complete the foregoing statement, and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to me before this 21st day of February, 20 17.

My commission expires:

Notary Public



Jason Kander Secretary of State
2015-2016 BIENNIAL REGISTRATION REPORT
BUSINESS

00298751
Date Filed: 5/13/2015
Jason Kander
Missouri Secretary of State

☒ I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

*
SECTION 1, 3 & 4 ARE REQUIRED

<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;">REPORT DUE BY: <u>7/31/2015</u></div> <p>00298751 METRO ASPHALT, INC. RUSSELL D. BUEHLER 3811 N COBBLER RD INDEPENDENCE MO 64058</p>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;">RENEWAL MONTH: APRIL</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;"><input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 10px;">PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: * 3811 N. Cobbler Road (Required)</div> <div style="border: 1px solid black; padding: 2px;">1 STREET <u>Independence</u> MO <u>64058</u> CITY / STATE ZIP</div>								
<p>If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.</p> <p><input type="checkbox"/> The new registered agent IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.</p> <p><input type="checkbox"/> The new registered office address _____</p> <p>Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.</p>									
<table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%; text-align: center;">OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u></th><th style="width: 5%; text-align: center;">A</th><th style="width: 50%; text-align: center;">BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u></th><th style="width: 5%; text-align: center;">B</th></tr></thead><tbody><tr><td style="vertical-align: top; padding: 2px;"><p><u>PRESIDENT</u> Buehler, Russell D STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p><p><u>SECRETARY</u> Buehler, Russell D STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p><p><u>VICE PRESIDENT</u> O'Donnell, Daniel C. STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p><p><u>ASSISTANT</u> <u>SECRETARY</u> Bisby, Anita K STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p></td><td style="text-align: center; vertical-align: middle;">A</td><td style="vertical-align: top; padding: 2px;"><p><u>NAME</u> Buehler, Russell D STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p><p><u>NAME</u> STREET CITY/STATE/ZIP</p><p><u>NAME</u> STREET CITY/STATE/ZIP</p></td><td style="text-align: center; vertical-align: middle;">B</td></tr></tbody></table> <p style="text-align: center; font-size: small;">NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED</p>		OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u>	A	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u>	B	<p><u>PRESIDENT</u> Buehler, Russell D STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p> <p><u>SECRETARY</u> Buehler, Russell D STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p> <p><u>VICE PRESIDENT</u> O'Donnell, Daniel C. STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p> <p><u>ASSISTANT</u> <u>SECRETARY</u> Bisby, Anita K STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p>	A	<p><u>NAME</u> Buehler, Russell D STREET 3811 N Cobbler Road CITY/STATE/ZIP <u>Independence MO 64058</u></p> <p><u>NAME</u> STREET CITY/STATE/ZIP</p> <p><u>NAME</u> STREET CITY/STATE/ZIP</p>	B
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<p style="text-align: center;">The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 576.060 RSMo. Photocopy or stamped signature not acceptable. *</p>									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 30%; border: 1px solid black; padding: 2px;">Authorized party or officer sign here</td><td style="width: 40%; border-bottom: 1px solid black; text-align: center;">Anita K Bisby</td><td style="width: 30%; border-bottom: 1px solid black; text-align: right;">(Required)</td></tr><tr><td style="border-bottom: 1px solid black;">Please print name and title of signer:</td><td style="border-bottom: 1px solid black; text-align: center;">Anita K Bisby / Assistant Secretary</td><td style="border-bottom: 1px solid black; text-align: right;">TITLE</td></tr></table>		Authorized party or officer sign here	Anita K Bisby	(Required)	Please print name and title of signer:	Anita K Bisby / Assistant Secretary	TITLE		
Authorized party or officer sign here	Anita K Bisby	(Required)							
Please print name and title of signer:	Anita K Bisby / Assistant Secretary	TITLE							
<p>REGISTRATION REPORT FEE IS: ___ \$40.00 If filed on or before 7/31/2015 ___ \$55.00 If filed on or before 8/31/2015 ___ \$70.00 If filed on or before 9/30/2015 ___ \$85.00 If filed on or before 10/31/2015 ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.</p>	<p>WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE</p> <p>E-MAIL ADDRESS (OPTIONAL): _____</p>								

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 1366, Jefferson City, MO 65102

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 Russell D. Buehler, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Russell D. Buehler and I am currently the President of Metro Asphalt, Inc. (hereinafter "Contractor"), whose business address is 3811 N. Cobble Road, Independence, MO 64058, 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: **2017 STREET MAINTENANCE PROJECT (Project No. 316-016).**

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 sayeth not.

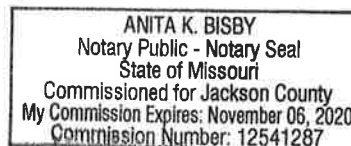
Russell D. Buehler
Signature of Affiant

Printed Name: Russell D. Buehler

Subscribed and sworn to before me this 21st day of February, 20 17.

Anita K. Bisby
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.



Company ID Number: 213376

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Metro Asphalt, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 213376

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 Metro Asphalt, Inc.

Anita Bisby

Name (Please Type or Print)

Anita K. Bisby

Electronically Signed

Signature

Office Manager

Title

05/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Electronically Signed

Signature

Title

05/14/2009

Date

**AGREEMENT
BETWEEN
CITY OF RIVERSIDE, MISSOURI AND**

Contractor: _____

**FOR
COMPLETION OF
2017 STREET MAINTENANCE PROJECT
Project No. 316-016**

ORDINANCE / RESOLUTION NO.: _____

CONTRACT PRICE: \$ _____

AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR

2017 STREET MAINTENANCE PROJECT

Project No: 316-016

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, 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, under the provisions of Ordinance / Resolution No. _____, duly approved on the ____ day of _____, 20____ and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Administrator (“Administrator”) is authorized to perform Administrator’s functions set forth in this Agreement; and

WHEREAS, Administrator may designate one or more engineers, architects, or other persons to assist Administrator in performing Administrator’s functions under this Agreement; and

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. “City Engineer” employed by the City of Riverside to manage the project on behalf of the City: Travis Hoover (thoover@riversidemo.com) 816-372-9004.

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 E (Scope of Work) and Exhibit F (Technical Specifications) 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 City Engineer shall act as the City’s representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The City Engineer may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The City Engineer 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 City Engineer 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 City Engineer, 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 _____ (\$_____).

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, 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, 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, no later than 6/30/2017. The Contractor will proceed with the work at such rate of progress to ensure 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. **LIQUIDATED DAMAGES.** If Contractor fails to achieve Substantial Completion of all the Work as set forth in the Contract Documents, Contractor shall pay City \$500.00 per day, as liquidated damages and not as a penalty, for each calendar day after such date, until Substantial Completion of all the Work is achieved. Contractor agrees that the sum of \$500.00 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by or the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to achieve Substantial Completion in accordance with this Agreement. Specifically, but without limitation, City may exercise any of its default or termination rights under this Agreement under all circumstances described herein, including but not limited to Contractor's failure to achieve Substantial Completion in accordance with Paragraph B above. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather provide the Contractor has given written notice of such delay to the City within five (5) days of the event causing such delay.

D. **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. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

E. CONSTRUCTION SCHEDULE. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Application for Payment under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

F. PHOTOGRAPHS OF PROJECT. The Contractor shall furnish photographs of the project site in the number, type, and stage as enumerated below:

1. Pre-Construction photos - minimum of 15 ground level digital shots
2. Construction photos of significant changes - minimum of 15 ground level digital shots
3. Post Construction photos - minimum of 15 ground level digital shots

G. 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.

H. 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

I. 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 City Engineer 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.

J. SHOP DRAWINGS. Contractor shall submit to City Engineer 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 City Engineer. 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 City Engineer'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 City Engineer 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. City Engineer'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 City Engineer.

K. 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 City Engineer. 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.

L. 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 City Engineer timely notice of readiness. The Contractor will then furnish the City Engineer the required certificates of inspection, testing approval. Inspections, tests or approvals by the City Engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The City Engineer and the City's representatives 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 City Engineer it must, if requested by the City Engineer, be uncovered for the City Engineer's observation and replaced at the Contractor's expense. If the City Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the City Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the City Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

M. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the City Engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. 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.

N. 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.

O. LANDS & RIGHT OF WAY. Prior to issuance of Notice to Proceed, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed by the Contractor and City, in writing. The City shall provide to Contractor information which delineates and describes the lands owned and right of way acquired. The Contractor shall provide at its own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

P. SURVEYS, PERMITS AND REGULATIONS. The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes,

batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

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.

Q. SUBSURFACE CONDITIONS. The Contractor, before bidding the project, 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. Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures. 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. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment. Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures. No extra compensation will be paid for rock excavation or varying geologic features encountered on the project, unless so shown as a bid item in the Bid Schedule for bid. If man-made hazards are encountered by the Contractor, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps that cannot be by-passed and requires additional work consult the Resident Project Representative / City Engineer.

R. 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. INFORMATION FOR BIDDERS
2. BID FOR UNIT PRICE CONTRACTS
3. BID FORM
4. BID BOND
5. EXPERIENCE QUESTIONNAIRE
6. AFFIDAVIT OF WORK AUTHORIZATION
7. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
8. PERFORMANCE BOND
9. PAYMENT BOND
10. PREVAILING WAGE RATES - STATE OF MISSOURI DIVISION OF LABOR STANDARDS
11. TIME FOR COMPLETION
12. SCOPE OF WORK
13. TECHNICAL SPECIFICATIONS
14. NOTICE TO PROCEED
15. APPLICATION FOR PAYMENT FORM
16. CHANGE ORDER FORM
17. CERTIFICATE FOR SUBSTANTIAL COMPLETION
18. AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
19. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
20. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
21. ENGINEER/CONSULTANT CERTIFICATE for Acceptance & Final Payment

B. 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 City Engineer. 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 the approval of City Engineer and Administrator. City Engineer shall review each application for payment and certify for payment such amounts as City Engineer 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. Neither Administrator or City Engineer'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 Engineer issues his or her certificate to that effect. The Engineer's Certificate of Acceptance will be on the form attached hereto as Exhibit N. City, within thirty (30) days after the delivery of Engineer's certificate, 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, materialmen 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.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

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 coverages and amounts:

1. **COMMERCIAL GENERAL 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 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 \$3,000,000.00
 - 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. **OWNERS PROTECTIVE LIABILITY** – Contractor shall purchase, maintain and deliver to the City for operations of the Contractor of any Subcontractor in connection with execution of the agreement Owner's Protective Liability insurance

in the same minimum amounts as required for Commercial General Liability Insurance above.

3. **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 \$3,000,000.00 for each accident.
4. **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 insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, 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 insureds 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 insureds 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. To the fullest extent permitted by law, 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 PATENT LIABILITY

Contractor agrees to defend, indemnify, and hold harmless City, its officers, employees and agents from and against any claim, action or suit that may be brought against them for Contractor's infringement of any Letters Patent in the performance of this Agreement or any breach or violation of trademark or proprietary or trade secret rights of others, as well as against any judgments, decrees, damages, costs and expenses sought, adjudicated, or recovered against any of them, on account of any such actual or alleged infringement.

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. Contractor shall allow a mutually agreeable nationally recognized certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article.

C. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the owner who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**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. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Payment Applications:

For City:

City Engineer
City of Riverside, MO
2950 NW Vivion Rd.
Riverside, MO 64150

For Contractor:

B. 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 the address set forth herein, or delivered in person to said party or their authorized representative.

C. 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, all without any liability to Contractor.

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 City Engineer and Administrator, 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, through the Administrator 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 probable 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 strictly with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work, including, but not limited to any applicable prevailing wage and prompt payment laws and all U.S. Army Corps of Engineers guidelines, rules,

regulations, and criteria for work within or adjacent to a flood control project area. 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 PROVISIONS

A. **MISSOURI PREVAILING WAGE LAW.** 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 C 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 as set forth in Exhibit K 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.

B. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri labors (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

C. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or

mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

D. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Agreement.

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. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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 SEPARATE CONTRACTS

A. The City reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Administrator any defects in such work that render it unsuitable for such proper execution and results.

B. The City may perform additional work related to the project or the City may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the work with theirs.

C. If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such addition work. If the Contractor believes that the performance of such additional work by the City or others involves it in additional expense or entitles it to any extension of the contract time the Contractor may make a claim thereof as provided in Article VII.

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 shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of completion and acceptance of the work. The Contractor warrants and guarantees for 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. The Performance Bond shall remain in full force and effect through the warranty period. Neither final payment, Engineer's 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. Pursuant to Section 292.675 RSMo, 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 which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and 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 PERFORMANCE AND PAYMENT BONDS

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond and Payment Bond in forms set forth in Exhibits A and B in an amount at least equal to one hundred percent (100%) of the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of the Contract

Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall payment be made to Contractor until the new surety or sureties shall have furnished an acceptable bond to the City.

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

A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.

B. 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 Contract 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:

ATTORNEY:

By: _____

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

PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF RIVERSIDE and CONTRACTOR, for construction of 2017 STREET MAINTENANCE PROJECT (316-016), dated _____, 20____, designated Ordinance / Resolution No. _____, in every particular, _____[insert name of Company], as Principal, and _____[insert name of surety], as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Riverside, Missouri, ("City") in the total aggregate penal sum of _____ (\$_____) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term

“Amendment”, wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this ____ day of _____, 20 ____.

CONTRACTOR AS PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By: _____

(Signature)

Printed Name: _____

Title: _____

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT B

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____
_____ a _____[insert corporation, partnership or individual],
hereinafter called Principal, and _____ [insert name of surety],
hereinafter called Surety, are held and firmly bound unto the CITY OF RIVERSIDE, MISSOURI
("City"), and unto all persons, firms and corporations who or which may furnish labor, or who furnish
materials to perform as described under the Agreement and Contract Documents more fully described
below and to their successors and assigns in the total aggregate penal sum of
_____ (\$_____))
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered
into a certain Agreement with the City, dated the _____ day of _____, 20____, for
the construction of 2017 STREET MAINTENANCE PROJECT (316-016) approved by Ordinance /
Resolution No. _____;

NOW, THEREFORE, in the event Principal shall pay the prevailing hourly rate of wages for
each craft or type of worker required to execute the Work required by the Contract Documents
described in the Agreement in the locality as determined by the Department of Labor and Industrial
Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.010
to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, and shall
timely pay to the proper parties all amounts due for material, machinery, equipment and tools,
consumed or used in connection with the construction of such Work, and all insurance premiums,
workers' compensation, and all other kinds of insurance, on such Work, and for all labor performed in
such Work whether by Principal, Subcontractor, or otherwise, then this obligation to be void, otherwise
to remain in full force and effect, and the same may be sued on at the instance of any Subcontractor,
material supplier, laborer, mechanic, or other interested party, in the name of the City of Riverside, to
the use of such parties, for any breach of the considerations hereof.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

The Payment Bond above is accepted by the City this ____ day of _____, 20 ____.

CONTRACTOR AS PRINCIPAL

By: _____
(Signature)

Printed Name: _____

Title: _____

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By: _____
(Signature)

Printed Name: _____

Title: _____

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT C

PREVAILING WAGE RATES

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. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

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	10/16		\$36.97	52	53	\$25.45
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason	6/16		\$34.35	58	39	\$18.72
Carpenter	6/16		\$37.25	63	68	\$16.10
Cement Mason			\$31.24	65	4	\$18.54
Communication Technician	1/17		\$34.50	47	72	\$21.43
Electrician (Inside Wireman)	1/17		\$37.31	13	72	\$17.77 + 10%
Electrician (Outside-Line Construction)\Lineman)	1/17		\$42.87	125	65	\$5.25 + 34.5%
Lineman Operator	1/17		\$39.62	125	65	\$5.25 + 34.5%
Groundman	1/17		\$27.63	125	65	\$5.25 + 34.5%
Elevator Constructor	7/16	a	\$44.515	26	54	\$31.531
Glazier			\$33.12	88	32	\$16.68
Ironworker	6/16		\$32.00	50	4	\$28.45
Laborer (Building):						
General	6/16		\$27.15	30	4	\$15.45
First Semi-Skilled	6/16		\$27.55	30	4	\$15.45
Second Semi-Skilled	6/16		\$27.95	30	4	\$15.45
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$34.97	46	67	\$16.10
Marble Mason	1/17		\$34.84	25	4	\$14.43
Marble Finisher	1/17		\$24.38	25	4	\$9.12
Millwright	6/16		\$37.25	63	68	\$16.10
Operating Engineer						
Group I	8/16		\$38.44	85	4	\$16.02
Group II	8/16		\$37.63	85	4	\$16.02
Group III	8/16		\$32.08	85	4	\$16.02
Group III-A	8/16		\$36.29	85	4	\$16.02
Group IV						
Group V	8/16		\$33.68	85	4	\$16.02
Painter	6/16		\$28.54	37	4	\$16.56
Pile Driver	6/16		\$37.25	63	68	\$16.10
Pipe Fitter	9/16		\$43.08	2	33	\$21.57
Plasterer			\$31.60	68	4	\$16.25
Plumber	6/16		\$42.64	45	33	\$21.04
Roofer \ Waterproofer	6/16		\$32.55	95	2	\$17.09
Sheet Metal Worker	8/16		\$40.20	17	22	\$21.71
Sprinkler Fitter - Fire Protection	11/16		\$36.74	14	4	\$19.62
Terrazzo Worker	1/17		\$34.84	25	4	\$14.43
Terrazzo Finisher	1/17		\$24.38	25	4	\$9.12
Tile Setter	1/17		\$34.84	25	4	\$14.43
Tile Finisher	1/17		\$24.38	25	4	\$9.12
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 (11th) and twelfth (12th) 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.

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

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.

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

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 \$27.04 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.

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

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.

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

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 and holidays falling on Sunday will be observed on the following Monday.

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	6/16	\$37.25	1	17	\$16.10
Cement Mason		\$31.12	3	2	\$16.20
Electrician (Outside-Line Construction\Lineman)	1/17	\$42.87	18	24	\$5.25 + 34.5%
Lineman Operator	1/17	\$39.62	18	24	\$5.25 + 34.5%
Lineman - Tree Trimmer	1/17	\$22.07	31	30	\$5.25 + 28%
Groundman	1/17	\$27.63	18	24	\$5.25 + 34.5%
Groundman - Tree Trimmer	1/17	\$17.85	31	30	\$5.25 + 28%
Laborer					
General Laborer	6/16	\$29.14	3	2	\$14.77
Skilled Laborer	6/16	\$30.35	3	2	\$14.77
Millwright	6/16	\$37.25	1	17	\$16.10
Operating Engineer					
Group I	6/16	\$35.82	3	2	\$15.99
Group II	6/16	\$34.78	3	2	\$15.99
Group III	6/16	\$34.78	3	2	\$15.99
Group IV	6/16	\$30.31	3	2	\$15.99
Oiler-Driver	6/16	\$33.66	3	2	\$15.99
Pile Driver	6/16	\$37.25	1	17	\$16.10
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	6/16	\$30.89	3	2	\$14.45
Group II	6/16	\$30.89	3	2	\$14.45
Group III	6/16	\$30.89	3	2	\$14.45
Group IV	6/16	\$30.89	3	2	\$14.45

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.

EXHIBIT D
Time for Completion

2017 STREET MAINTENANCE PROJECT (Project No. 316-016)

Line Item No. 1: Date to Reach Substantial Completion 3/31/2017

Line Item 2 – 6: Substantial Completion date is required for the following streets:

- 47th Terr.
- Florence Ave.
- 50th St.
- 50th Terr.
- 51st St.
- Woodside Dr.
- Woodside Ct.
- Flintridge Dr.
- City Hall Campus

Date to Reach Substantial Completion: 6/30/2017

The remainder of Items No. 2-6 will be used on an as needed basis

EXHIBIT E

SCOPE OF WORK for

2017 STREET MAINTENANCE PROJECT (Project No. 316-016)

Contractor shall perform the following Work as more fully set forth in the Contract Documents:

All Work necessary to construct the 2017 Street Maintenance Program through the limits of the Project as shown on and in accordance with the Technical Specifications and/or Drawings referred to in Exhibit F to the Agreement. The Work in the Project shall include but is not limited to the following:

- Line Creek Trail
- 47th Terr.
- Florence Ave.
- 50th St.
- 50th Terr.
- 51st St.
- Woodside Dr.
- Woodside Ct.
- Flintridge Dr.
- City Hall Campus

Contractor to provide all necessary equipment, labor, and material necessary to perform the Project construction and related work as shown in the Contract Documents. The Work includes, but is not limited to, the following:

1. Schedule and Coordinate all necessary inspections.
2. Contractor shall coordinate with all utilities prior to the work starting, including contacting underground locator services, ensuring that all power has been disconnected.
3. Include all temporary utility fees and permits.
4. Include 3rd party Special Inspections as required to demonstrate compliance with project specifications, including but not limited to compaction and proof rolls and material testing.
5. Include all premium time/cost necessary to meet the schedule, including accelerated production of submittals.
6. Include all surveying, layout and field engineering required for the performance of this work.
7. Provide digital photographs of the preconstruction, construction, and post construction site (see Article IV Progress of Work / Submittals (F) for specifics)
8. Provide all weather provisions to meet the schedule set forth in the contract documents.
9. Provide clean up associated with the contractors work. Site is to remain free of debris during the construction process.
10. Provide all traffic control as required throughout the construction process.

EXHIBIT F

TECHNICAL SPECIFICATIONS

2017 STREET MAINTENANCE PROJECT (Project No. 316-016)

The following Specifications govern Contractor's performance of the Work:

ENUMERATION OF SPECIFICATIONS AND ADDENDA:

Following are the Specifications and Addenda governing the work, which form a part of this contract, as set forth the Contract Documents:

SPECIFICATIONS:

Division 1 – General Requirements

<u>Section</u>	<u>Description</u>
01015	CONTRACTOR USE OF PREMISES
01030	SPECIAL CONDITIONS
01040	COORDINATION
01051	CONSTRUCTION SURVEY AND STAKING
01060	STANDARD SPECIFICATIONS AND PLANS
01270	MEASUREMENT AND PAYMENT
01310	JOB SITE ADMINISTRATION
01320	CONSTRUCTION SCHEDULE
01330	SUBMITTALS
01410	TESTING LABORATORY SERVICES
01524	WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE
01567	POLLUTION CONTROL
01570	TEMPORARY TRAFFIC CONTROL
01732	DEMOLITION

Division 2 – Site Work

<u>Section</u>	<u>Description</u>
02230	CLEARING AND GRUBBING
02300	EARTHWORK
02350	EROSION AND SEDIMENT CONTROL
02510	ASPHALT PAVEMENTS
02520	PORTLAND CEMENT CONCRETE PAVING
02870	PAVEMENT MARKINGS
03002	CONCRETE

ADDENDA:

No. _____ Date _____

EXHIBIT G



NOTICE TO PROCEED

DATE: _____

PROJECT: 2017 STREET MAINTENANCE PROJECT

PROJECT NO.: 316-016

ORD / RESO: _____ (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 date of substantial completion is 6/30/2017. 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: _____
(Signature) (Printed)

(Title) (Company)

this the _____ day of _____, 20_____.

EXHIBIT H

APPLICATION FOR PAYMENT Continuation Sheet for Application for Payment


(Contact Capital Projects Coordinator, Larissa Anderson with the City of Riverside for an electronic version landerson@riversidemo.com or by calling 816-372-9012)

CITY OF RIVERSIDE TREASURY		PAY APPLICATION NO. _____		Page 1 of 7																																																																																																										
City of Riverside 2950 NW Vision Road Riverside Missouri, 64350		Project No. _____ Project Name _____		Date _____																																																																																																										
1.	Original Contract Amount \$ -	Value of Work to Date: \$ -	-	Total amount of actual work that has been completed to date																																																																																																										
2.	Net change by Change Orders \$ -	Value of Completed to Date: \$ -	-	Pays for work completed to date + pays for stored materials																																																																																																										
3.	Present Contract Amount (Line 1 +/- Line 2) \$ -	Net Amount: \$ -	-	Value of Completed work to date - retainage																																																																																																										
4.	Value of Stored Materials to Date: \$ -	Less Previous Payments: \$ -	-																																																																																																											
5.	Five Percent Retainage: \$ -	Amount Due this Application: \$ -	-	Present contract amt - Previous payments - amount due this app																																																																																																										
		Balance to Finish Project, including Retainage: \$ -	-																																																																																																											
				% Project Complete to Date	#DIV/0!																																																																																																									
CONTRACTOR'S Certification for payment: <small>The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner, on account of Work done under the Contract referred to above, have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by current and prior Applications for Payment; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment and clear of all liens, claims, security interest and encumbrances (except such as are covered by bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents.</small>		ENGINEER'S Certification for Payment: <small>In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED \$_____.</small>		Construction Manager: Name Printed: _____ Signed: _____ Date: _____																																																																																																										
CONTRACTOR: Name Printed: _____ Signed: _____ Date: _____ Address: _____		ENGINEER: Name Printed: _____ Signed: _____ Date: _____ Address: _____		ACCEPTED by CITY OF RIVERSIDE, MO City Engineer Approved: _____ Travis Hoover Signed _____ Date _____ Administrator Approved: _____ Greg Mills Signed _____ Date _____ City _____																																																																																																										
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th rowspan="2">Item</th><th rowspan="2">Description of work</th><th rowspan="2">Unit</th><th>Contract</th><th>Unit</th><th>Contract</th><th>Stored</th><th>Completed</th><th>\$ Completed</th></tr><tr><th>Quantity</th><th>Bid</th><th>\$ Amount</th><th>Materials</th><th>To Date</th><th>To Date</th></tr></thead><tbody><tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>7</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>8</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>SA</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="3"></td><td style="text-align: center;">\$</td><td style="text-align: center;">-</td><td colspan="4"></td></tr></tbody></table>						Item	Description of work	Unit	Contract	Unit	Contract	Stored	Completed	\$ Completed	Quantity	Bid	\$ Amount	Materials	To Date	To Date	1									2									3									4									5									6									7									8									SA												\$	-				
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EXHIBIT I

CHANGE ORDER

(Contact Capital Projects Coordinator, Larissa Anderson with the City of Riverside for an electronic version landerson@riversidemo.com or by calling 816-372-9012)



CITY OF RIVERSIDE MISSOURI

CHANGE ORDER NO. _____

Contractor Name: _____

Page Number: 1 of _____

of Pgs Attached: _____

Date Prepared: _____

Project Name: _____

Project Number: _____

Contract Date: _____

Project Location: Riverside, Missouri

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.

Line Item No.	Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description & Reason for Change Order (Please describe item below and then follow with reason for Change Order) 1) Requested by City 2) Unknown Site Conditions 3) Not incorporated in plans/specs	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount
	0.0		\$0.00	LS				\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
Previous Total			\$0.00					\$0.00

Adjusted Total

Net Change

\$0.00

\$0.00

Statement of Contract

Original Contract Amount	\$0.00
Net Amount of Previous Additions and Deductions	\$0.00
Net Contract Amount Prior to This Request	\$0.00
Amount of This Request	\$0.00
New Contract Amount	\$0.00
Percent Change in Contract Amount	#DIV/0!

DESIGN ENGINEER:

Company: _____

Name Printed: _____

Signed: _____

Date: _____

CITY OF RIVERSIDE, MISSOURI:

Travis Hoover

Signed _____

Date _____

City Administrator:

Greg Mills

Signed _____

Date _____

CONTRACTOR:

CONTRACTOR'S Certification for Change Order:

The undersigned CONTRACTOR certifies that all changes described above are necessary in order for the CONTRACTOR to proceed with execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: _____

Name Printed: _____

Signed: _____

Date: _____

ON-SITE PROJECT MANAGER:

ON-SITE PROJECT MANAGER Certification for Change Order:

In accordance with the Contract Documents, the on-site observations, and the data comprising this change order, the on-site project manager certifies to the Owner that to the best of the on-site project manager's knowledge, information and belief the above referenced changes are necessary in order to proceed with the execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: _____

Name Printed: _____

Signed: _____

Date: _____



EXHIBIT J

Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Project Name: 2017 STREET MAINTENANCE PROJECT	Project #: 316-016
Owner of Project: City of Riverside	

This [tentative] [definite] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	(Print & Sign)	Date
Accepted by Contractor	(Print & Sign)	Date
Accepted by Owner	(Print & Sign)	Date

EXHIBIT K

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

(to be completed at conclusion of project)

I, _____, upon being duly sworn upon my oath state that:

(1) I am the _____ of _____;

(2) all requirements of Section 290.210 to 290.340. RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this Contractor's work on **2017 STREET MAINTENANCE PROJECT (Project No. 316-016);**

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, I have completed full and accurate records clearly indicating:

(a) the names, occupations, and crafts of every worker employed by this Company in connection with this Project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed,

(b) the payroll deductions that have been made for each worker, and

(c) the amounts paid to provide fringe benefits, if any, for each worker;

(5) the amounts paid to provide fringe benefits, if any, were irrevocable paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers;

(6) these payroll records are kept and have been provided for inspection to the authorized representative of the City of Riverside and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out herein may subject me to criminal prosecution.

Contractor Signature

Printed Name

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public

My Commission expires:

EXHIBIT L

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

(to be completed at conclusion of project)

2017 STREET MAINTENANCE PROJECT (Project No. 316-016)

STATE OF _____)
) SS:
COUNTY OF _____)

The Undersigned, _____ of lawful age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general CONTRACTOR on the above referenced project.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3. (☒) Prevailing wage does not apply; or
(☐) All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
5. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from the City of Riverside, Missouri, the certification of completion of the Project and receiving payment therefore.

CONTRACTOR

By _____

Title _____

On this _____ day of _____, 20____ before me appeared _____, to me personally known to be the _____ of _____, and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of _____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public

EXHIBIT M

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

(to be completed at conclusion of project)

2017 STREET MAINTENANCE PROJECT (Project No. 316-016)

STATE OF _____)
) SS:
COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

() Missouri Corporation

() Foreign Corporation

() Fictitious Name Corporation

() Sole Proprietor

() Limited Liability Company

() Partnership

() Joint Venture

() Other (Specify) _____

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

(Signature)

EXHIBIT N

ENGINEER/CONSULTANT'S CERTIFICATION For Acceptance and Final Payment

(to be completed at conclusion of project)

City of Riverside, Missouri

Project Name: 2017 STREET MAINTENANCE PROJECT

Project No: 316-016

Contractor: _____

Contract Date: _____

Date of Completion and Acceptance: _____

The Contractor has notified me that he has completed all work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all work under the Contract Documents was conducted by me and to the best of my knowledge; the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders. I have received the required certifications; instructions for operating the equipment, manuals, and other documents that are applicable to this project from the Contractor and have delivered them to the City.

The City is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The Contractor will warranty all specified work for a period of one (1) year (or a longer period if governed by Missouri Statutes) from this date of completion. Notification has been given to the proper Government agencies that the work is completed.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.

Executed by the Engineer on this _____ day of _____, 20____.

Signature: _____

(SEAL)

Typed Name: _____

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

Kathleen L Rose, Mayor

(SEAL)

Date: _____

Attest: _____
Robin Kincaid, City Clerk

cc: Contractor

DIVISION 1 – GENERAL REQUIREMENTS

01015 CONTRACTOR USE OF PREMISES

The Contractor shall confine all construction activities to the limits of the project right-of-way and easements. Any additional easements and access to private property that are desired outside the project limits are the responsibility of the Contractor.

If the Contractor desires access to private property that is outside the project limits, the Contractor shall obtain a written agreement between the Property Owner and the Contractor and submit this written agreement to the City prior to accessing the private property.

01030 SPECIAL CONDITIONS

- A. Examination of the Site: Bidders may visit the site and inform themselves of all conditions presently existing. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing all materials and performing all work required to complete the work in accordance with the specifications.
- B. Measurements: Any dimensions provided shall be verified by the Contractor. Any discrepancies between the specifications and the existing conditions shall be referred to the Owner for adjustment, before the work is performed.
- C. Protection of Monuments: The Contractor must carefully preserve bench marks, references or stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- D. Responsibility of Contractor for Backfill Settlement: The Contractor shall be responsible, financially and otherwise, for:
 - 1. Any and all settlement of trench and other backfill which may occur from the time of original backfilling until the expiration of a period of one year from and after the date of final acceptance of the entire contract under which the backfilling work was performed.
 - 2. The refilling and repair of all backfill settlement and the repair or replacement to the original or a better condition of all pavement, top surfacing's, driveways, walks, surface structures, utilities, drainage facilities, sod and shrubbery, which have been damaged as a result of said backfill settlement or which have been removed or destroyed in connection with backfill replacement operations.
 - 3. The Contractor shall make, or cause to be made, all necessary backfill replacements and repairs or replacements appurtenant thereto, within 30 days from and after due notification by the Owner of backfill settlement and resulting damage at any designated location or locations.
- E. Breakage and Damage: The Contractor shall be responsible for any breakage, damage or other injury to existing or new facilities caused directly or indirectly by his operations and he shall

replace, at his own expense, in a manner approved by the Owner any such broken or damaged material.

- F. Delivery of Materials: The delivery of all materials, equipment, and miscellaneous items entering into the construction of the work is a part of this contract, including freight and hauling charges both to and from transportation points. Payment of charges for the above items shall be made by the Contractor. An amount covering all charges for freightage and delivery of items shall be included as a part of the contract price and in no case will an extra be allowed for such charges.
- G. Pumping and Shoring: The Contractor shall promptly remove all water that may reach the trenches and other excavated portions of the premises at any time during the progress of the work, and he shall keep the premises free from accumulations of water at all times until the completion of the work. All temporary shoring required shall be furnished and installed by the Contractor and shall be designed in accordance with current OSHA requirements. Trench sheeting shall not be pulled before backfilling unless pipe strength is sufficient to carry trench loads based on trench width to the back of sheeting. No separate payment will be made for temporary shoring or pumping.
- H. Labor and Tools: Work which should properly be done by skilled labor shall not be attempted with common laborers. The various contractors shall have on the job, at all times, ample equipment to carry on the work properly, including such tools as may be necessary to meet emergency requirements.
- I. Storage of Materials: All materials delivered to the job shall be stored so as to keep them in first class condition and free from deterioration or contamination.
- J. Coordination: All contractors, subcontractors and trades shall cooperate in coordination of their several works, but the principal responsibility for coordinating the project as a whole and the operations of the contractors and subcontractors shall lie with the Prime Contractor.
- K. Blasting: No blasting will be allowed on this project.
- L. Definitions of Contract Completion: This section defines the terms “Substantial Completion” and “Final Completion” as they are used in the Contract Documents.
 - 1. Substantial Completion: Substantial completion is defined as 100% completion of the following items:
 - a. Line Creek Trail
 - b. 47th Terr
 - c. Florence Ave
 - d. 50th St
 - e. 50th Terr
 - f. 51st St
 - g. Woodside Dr
 - h. Woodside Ct
 - i. Flintridge Dr
 - j. City Hall Campus

2. Final Completion: Final completion shall be defined as 100% completion of all work items other than the ones listed under “Substantial Completion” and all other work items as provided for in the Contract Documents.

01040 COORDINATION:

- A. All construction activities shall be coordinated with all utility owners and the City of Riverside. Contractor shall be responsible for notifying all utility owners with facilities within the project limits prior to construction so the utilities can be located and identified.
- B. All construction activities shall be coordinated with adjacent property owners affected by construction of the project to assure access to their properties. Driveways to adjacent properties shall be accessible at the end of each working day.
- C. The Contractor will be responsible for notifying the City Engineer in writing of the dates when construction will begin and end. The City will notify the school district, fire, and police departments, and the local newspapers.
- D. The Contractor shall be responsible for obtaining all necessary permits, and paying for any and all inspection and permit fees as required by the City.
- E. Project Coordination Meetings: In addition to the above said coordination responsibilities, the Contractor shall attend construction progress meetings with the City Engineer on a monthly basis (at a minimum). Additional meetings may be held as needed. No direct payment will be made for this item but shall be considered subsidiary to other bid items.
- F. The Contractor shall coordinate his/her work to ensure that the Work is complete and to ensure efficient and orderly sequence of installation of construction elements.
- G. In the event certain parts of work are assigned to subcontractors, the Contractor shall be responsible to ensure each subcontractor completes work and that all interfaces between trades are properly addressed. All subcontractors shall also coordinate their work with the Owner through the Contractor.
- H. The Contractor is solely responsible for all Assignments of Work among subcontractors.
- I. The Contractor shall be responsible for assigning and coordinating work and ensuring that suppliers and installers are familiar with all requirements in Contract Documents relating to each item of work, regardless of location of information in Contract Documents.

01051 CONSTRUCTION SURVEY AND STAKING:

- A. General: This item shall be provided by the City.

01060 STANDARD SPECIFICATIONS AND PLANS

- A. General: The work shall conform to the plans and contract specifications as outlined. The standard specifications and plans which govern this work are listed below. In case of conflict, the specifications listed in this document shall take precedence over those listed in the stated Standard Specifications.
- B. Standard Specifications: Except where noted otherwise, the work shall conform to the latest edition of the Kansas City Metropolitan Chapter of APWA Standard Specifications and Design Criteria, Division II (APWA Standard Specifications). The referenced APWA Standard Specifications are available at the following website: <http://kcmetro.apwa.net/chapters/kcmetro/specifications.asp>
- C. Standard Plans: The work shall conform to the latest edition of the Kansas City Metropolitan Chapter of APWA Standard Plans when referenced in the construction documents. The referenced APWA Standard Plans are available at the following website: <http://kcmetro.apwa.net/chapters/kcmetro/specifications.asp> Other standard plans and specifications may be referred to and therefore adopted into these specifications.

01270 MEASUREMENT AND PAYMENT

- A. The quantities as given in the Itemized Proposal are not guaranteed to be the exact or total quantities required for the completion of the Work shown on the drawings and described in the specifications. Increases or decreases may be made over or under the Itemized Proposal estimated quantities to provide for needs that are determined by the Owner during the process of the Work. Contract unit prices shall apply to such increased or decreased quantities. The Bidder is warned against unbalancing his bid, since the unit prices will apply to deductions as well as additions. The Owner has the privilege of omitting or adding to any unit items in the Bid Form.
- B. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise, on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. The Owner will not pay for or be responsible for unused materials which may have been ordered by the Contractor in accordance with the estimated quantities listed in the Bid Form.
- C. It is the intent of the Contract Documents that all costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the Work, shall be included in the unit and lump sum prices named in the Itemized Proposal. No item of Work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of or in addition to the prices submitted in the Itemized Proposal. All Work not specifically set forth in the Bid Form as a pay item shall be considered

a subsidiary obligation of the Contract, and all cost in connection therewith shall be included in the process named in the Itemized Proposal.

- D. Even though the details for measurement and payment of a particular item are outlined in the following articles, if said item does not appear in the Itemized Proposal, or if said item is a part of another item listed in the Itemized Proposal, it will not be measured for payment.
- E. Whenever in the Itemized Proposal there is a discrepancy between unit prices and extensions or totals, the unit prices will govern, and the extensions or totals will be corrected accordingly.
- F. Items for payment will be measured in accordance with the stipulations of these specifications and as further shown on the drawings. Pay limits given are maximum, and where actual quantities of work items are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- G. Payment will be made as the sum of the following:
 - 1. Final authorized quantity of each item in the Itemized Proposal multiplied by the contract unit price therefore.
 - 2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
 - 3. Any special payment or adjustment, plus or minus, as provided for in the Agreement.
- H. Pay Items
 - 1. Mobilization: This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project except as provided in the contract as separate bid items; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site; for periodic cleanup during construction and for cleanup upon completion of the work. Lump sum bid for "Mobilization" shall not exceed 3% of the itemized proposal total.

Payment will be based on the contract lump sum bid price for "Mobilization", partial payments will be allowed on the next estimate as follows:

- 3.5.1 When 5 percent or more of the original contract amount is earned, 25 percent.
- 3.5.2 When 10 percent or more of the original contract amount is earned, an additional 25 percent.
- 3.5.3 When 25 percent or more of the original contract amount is earned, an additional 25 percent.
- 3.5.4 When 50 percent or more of the original contract amount is earned, the final 25 percent.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

2. Construction Survey and Staking: Contractor is responsible for providing all required construction surveys. Contractor shall be responsible for proper replacement or resetting of monuments, section corners, property corners, benchmarks, or other reference points that are moved or destroyed by construction of the project by a Registered Land Surveyor, duly registered in the state of Missouri.

Payment will be based on the contract lump sum bid price for “Construction Survey and Staking”. If this item is subcontract out, payment will be based on action invoices submitted by the survey subcontractor subject to the review of the City. If this item is not subcontracted, partial payments will be allowed on the next estimate as follows:

- a. When 5 percent or more of the original contract amount is earned, 25 percent.
- b. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
- c. When 25 percent or more of the original contract amount is earned, an additional 25 percent.
- d. When 50 percent or more of the original contract amount is earned, the final 25 percent.

Such payment shall constitute full compensation for all labor, materials, equipment, tools, and performance of all work necessary to complete the item. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

3. Temporary Traffic Control: This item shall include all personnel, equipment, supplies, and incidentals for Contractor to provide traffic control meeting requirements of “Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) current edition” and its latest revisions.

Payment will be based on the contract lump sum bid price for “Temporary Traffic Control”.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

4. Clearing and Grubbing: This item shall include all work necessary to prepare site for construction including demolition of existing features, stripping and stockpiling topsoil, all material, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on the contract lump sum bid price for “Clearing and Grubbing”.

5. Net Earth Embankment (In Place): This item shall include all work necessary to excavate and compact site to final earthwork grade, including all materials,

equipment, tools, labor and work incidental thereto as required to complete this item as specified. The net earth embankment quantity in the bid form is a comparison between the proposed finish earthwork surface and the existing grade within the proposed grading extents. The quantity calculation does not take into account any shrink or swell of material.

Payment will be based on a cubic yard basis, based on project plan quantities for “Net Embankment (In Place).” The Contractor shall review the existing cross sections and agree, or disagree with the existing ground line before beginning any excavation or embankment construction. Areas in question may be resurveyed to confirm the cross sections in question, if any. If the Contractor performs a re-survey of the existing ground line it shall be at his expense. The engineer shall be on site during the survey and shall be given a copy of the survey notes. Contractor shall provide as-built survey in AutoCAD format for comparison to pre-construction conditions.

6. Sediment Fence: This item shall include all work necessary to install, maintain throughout project, and remove temporary sediment fence, including all materials, equipment, tools, labor and work incidental thereto as required to complete this item as specified. No direct payment will be made for maintenance (i.e. cleaning, removal of silt, repairing, setting up or replacing previously paid for devices, etc.).

Payment will be based on measured linear foot basis for “Sediment Fence.”

7. Curb Inlet Sediment Filter: This item shall include all work necessary to install, maintain throughout project, and remove temporary curb inlet sediment filter, including all materials, equipment, tools, labor and work incidental thereto as required to complete this item as specified. No direct payment will be made for maintenance (i.e. cleaning, removal of silt, repairing, setting up or replacing previously paid for devices, etc.).

Payment will be based on measured per each basis for “Curb Inlet Sediment Filter.”

8. Reinforced Concrete Pipe (60”, Class III): This item shall include all work necessary to install storm culvert pipe including trenching, bedding, furnishing and installation of pipe, couplings, backfill, compaction, testing, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured linear foot basis for “Reinforced Concrete Pipe (60”, Class III).”

9. RCP End Section (60”): This item shall include all work necessary to install storm end section including trenching, bedding, furnishing and installation of end section, couplings, backfill, compaction, testing, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured per each basis for “RCP End Section (60”).”

10. Portland Cement Concrete Pavement, 5” depth: This item shall include all work necessary to construct concrete pavement including layout, forming, furnishing all material, finishing, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured square foot basis for “Portland Cement Concrete Pavement, 5” Depth.”

11. MoDOT Type 1 Aggregate Base, 4” depth: This item shall include all work necessary to install aggregate base including subgrade preparation, compaction, furnishing all material, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured square yard basis for “MoDOT Type 1 Aggregate Base, 4” Depth.”

12. MoDOT Type 1 Aggregate Base, 6” depth, w/ Filter Fabric: This item shall include all work necessary to install filter fabric and aggregate base including subgrade preparation, fabric tie-downs, compaction, furnishing all material, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured square yard basis for “MoDOT Type 1 Aggregate Base, 6” Depth, w/ Filter Fabric.”

13. L-385 Stone Riprap (Depth Varies): This item shall include all work necessary to install riprap including subgrade preparation, bedding material, compaction, furnishing all material, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured square yard basis for “L-385 Stone Riprap, 18 and 24” Depth.”

14. Removable Pipe Bollards: This item shall include all work necessary to furnish and install removable pipe bollards including foundation construction, painted bollard, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured per each basis for “Removable Pipe Bollards.”

15. Barrier Gate, 12-ft, w/ Sign: This item shall include all work necessary to furnish and install stainless steel barrier gate with fixed posts, including foundation construction, gate, gate holdbacks, trail closed signage, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured per each basis for “Barrier Gate, 12-ft, w/ Sign.”

16. Seeding, Sodding, Fertilizing, & Mulch: This item shall include all work necessary to establish seeding or sod as identified on the contract documents including, but not limited to, seedbed preparation, mulching, fertilizer and watering until vegetation is accepted, furnishing all material, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on measured acre basis for “Seeding” and measured square yard basis for “Sodding.”

17. Irrigation System Repair: This item shall include all work necessary to modify and repair any irrigation system impacted by this project, including, but not limited to, excavation, piping, fittings, sprinkler heads, furnishing all material, equipment, tools, labor and work incidental thereto as required to complete this item as specified.

Payment will be based on a lump sum basis for “Irrigation System Repair.”

01310 JOB SITE ADMINISTRATION:

- I. The Contractor, or a duly authorized representative to act for him, shall continually be present at the site of the work, whenever construction activities are underway, for the duration of this project.
- J. The Contractor shall designate, in writing, his duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) will be the official liaison between the Owner and Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and project status inquiries. Upon project commencement, the Owner shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative(s).

01320 CONSTRUCTION SCHEDULE:

- A. General: The Contractor shall prepare and maintain a construction schedule for the duration of the project.
- B. Baseline Schedule: The Contractor shall prepare a baseline schedule to be presented to the Owner for review at the pre-construction meeting. The baseline construction schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item during each phase of the project:

- 1. Beginning date of Project.
- 2. Ending date of Project.
- 3. Beginning Date of Each Phase.
- 4. Completion Date of Each Phase.
- 5. Scheduled percentage of completion at the end of each calendar month.
- 6. Scheduled percentage complete for each phase at the end of each calendar month.

The Owner will review the proposed progress schedule, and may require the Contractor to revise the same if, in the Owner's judgment, revisions are required to provide for completion of the project within the Contract Time.

- C. Schedule Updates: In addition to submitting a baseline project schedule, the Contractor shall update the project schedule prior to each monthly construction progress meeting. The updated schedule shall show the original baseline schedule, the actual work progress and the estimated completion of each significant work item for each phase of the project. The updated schedule shall be distributed to the City at each progress meeting.
- D. Payment: No direct payment shall be made.

01330 SUBMITTALS

- A. Shop Drawings: A minimum of two (2) copies each of manufacturer's shop drawings and data sheets shall be submitted to the Owner indicating the necessary installation dimensions, weights, materials and performance information.

The shop drawings shall be distributed as follows: One (1) copy for the City and one (1) copy for the prime Contractor. The Contractor shall supply additional copies as necessary for any subcontractors.

Submittals for equipment and materials shall include reference to indicate where it is to be used; whether by tag number, specification paragraph, or description of use.

Approval of shop drawings will be for conformance with the design concept of the project and for compliance with the information given in the Technical Specifications. The approval of a separate item, as such, will not indicate approval of the assembly in which the item functions.

Submittals: The following is a list of submittals required:

- 3.13 Aggregate (other than those used in pavements or structures)
 - A. Gradation Test Results
 - B. Soundness Test Results
- 3.14 Fill Material
 - 1. Source for Material
 - 2. Moisture-Density Relationships
- 3.15 Concrete Mix Design (For Each Mix used on the Project)
 - A. Source of Materials
 - B. Concrete Manufacturer's Name
 - C. Testing Laboratory Name
 - D. Results of the Mix Design
 - 1. Compressive Strength
 - 2. Air Contents
 - 3. Slump
 - 4. Cement Content
 - 5. Water Content
 - 6. Fine Aggregate
 - 1. Gradation Test Results
 - 2. Soundness Test Results
 - 7. Coarse Aggregate
- A. Gradation Test Results
- B. Soundness Test Results
 - d. Additives as called for in plans or specifications
 - e. Certification of Reinforcing Steel
 - f. Certification of Fly Ash (if used)
 - g. Asphalt Mix Designs (for each mix used on the project)
 - 1. Source of Materials
 - 2. Asphalt Manufacturer's Name

3. Testing Laboratory Name
4. Results of the Mix Design
 - B. Marshall Characteristics, including all those items listed under APWA Section 2205.3.D (If a SuperGyratory Compactor is used to prepare the asphalt samples, the Marshall flow and stability measurements will be waived however the alternate test values listed in the second paragraph of APWA Section 2205.3.D will be required to be submitted).
 - C. Asphalt Cement Content
 - D. Fine Aggregate
 1. Gradation Test Results
 2. Soundness Test Results
 - E. Coarse Aggregate
 - i. Gradation Test Results
 - ii. Soundness Test Results
- h. Soil-Fly Ash Mixture:
 - i. Fly ash material
 - ii. For soil-fly ash mixture (with specified % of fly ash) for each different type of soil anticipated to be used in the pavement subgrade stabilization:
 - iii. ASTM D558 modified to a 2 hour delay. At each moisture content, strength testing (ASTM D 1633) modified to curing sealed for 7 days at 100 degrees (F) shall be performed.
- i. Storm Sewer
 - i. Piping
 1. Certification of Piping and Fittings
 2. Structures
 - a. Precast Shop Drawings
 - b. Catalogue Cuts on Metal Castings
- j. Signing Materials
 - i. Equipment and Materials List including Manufacturer and Catalogue Number
- k. Pavement Marking Materials
 - ii. Certification that all materials used are in compliance with specifications included herein.
- l. Silt Fence
 - iii. Manufacturer's information showing compliance with physical requirements as listed in Section 02205.
- m. Sanitary Sewer Pipe and Fittings
 - iv. Certification of Piping and Fittings
 - v. Precast Manhole Shop Drawings
 - vi. Precast Manhole Fittings
 - vii. Manhole Ring, Cover and Steps
 - viii. Manhole Joint Compound
 - ix. Manhole Coating
 - x. Manhole Casting and Barrel Wraps

- n. Utility Conduits
- o. Certification that all materials used are in compliance with specifications included herein.

01410 TESTING LABORATORY SERVICES

- A. General: Work under this item shall consist of furnishing all materials, labor and equipment necessary for a private testing laboratory to provide the material testing for items incorporated into the project. The tests, frequency and reports required to confirm contract compliance shall be as specified in the APWA Standard Specifications unless otherwise noted below:

Material	Test	Standard	Frequency
Soils	Moisture Density	ASTM D698	Minimum 1 per soil type (on site or borrow).
Soils	In-place Density and Moisture Content	ASTM D2922, D3017	Min of 4 tests per day for each active grading spread. Min. 2 per lift in trench backfill.
Concrete	Compression Tests	ASTM C31, C143, C172	1 set of cylinders from the first pour and each 200 C.Y. thereafter. Note: Air and slump tests are required for each set of cylinders created.
Concrete	Slump	ASTM C143	At the beginning of each pour and for 100 C.Y. thereafter.
Concrete	Air Content	ASTM C231	At the beginning of each pour and for 100 C.Y. thereafter.
Asphalt	Mix Design	AI MS-2	At the beginning of placement each day.
Asphalt	Sampling Bituminous Mixtures	ASTM D-979	At the beginning of placement each day.
Asphalt	Binder Content	ASTM D-2172	At the beginning of placement each day.
Asphalt	Density of In-Place Bituminous Concrete	ASTM D 2950	Once a day per road section (base and/or surface courses)

One copy of the test results shall be submitted to the Owner electronically within 24 hours of the test completion, and one hard copy to be submitted to the Owner within five (5) days of the test completion.

The testing lab must be agreed upon by the Contractor and the Owner.

- B. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid items of the materials being tested.

01524 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE

- A. General: The Contractor shall make his own arrangements for material and equipment storage areas and non-soil waste area.

The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of construction activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. This includes the removal of earth and debris from streets and roads that resulted from the Contractor's activity. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.

- B. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid item, "Mobilization".

01567 POLLUTION CONTROL

No open burning will be permitted. See Section 02350 for erosion and sediment control, Section 02820 for seeding/sodding.

Contractor is responsible for maintaining and updating site specific Stormwater Pollution Prevention Plan.

01570 TEMPORARY TRAFFIC CONTROL

- A. General: Temporary traffic control on this project shall be done in accordance with Section 616 and all referenced sections of the Missouri Standard Specifications for Highway Construction (current edition) as published by the Missouri Highways and Transportation Commission.

This section shall cover all temporary traffic control devices as detailed on the plans or as directed by the Owner in charge of construction.

- B. Temporary Traffic Control Devices:

All temporary traffic control devices shall be in conformance with "Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD)," Current Edition and its latest revisions.

01732 DEMOLITION

- A. General: This item includes, but is not limited to, the removal and disposal of landscaping items, signs, fences, pipes, existing storm sewers, end sections and appurtenances, and all other items designated for removal in the plans or as directed by the Project Manager. All items that are inside the construction limits, including those not listed or shown on the plans, shall be included in this item. Demolition shall be done in accordance with Section 2101 of the APWA Standard Specifications.
 - 1. Sawcut Existing Pavement Full Depth: Where portions of the existing pavement are to be removed, the existing pavement shall be cut with a concrete saw to full depth. If the remaining pavement is chipped or cracked during sawing and removal, it shall be re-sawed behind the limits of the chip or crack. No additional payment will be made for the replacement of pavement damaged during construction other than that shown on the plans. This is considered subsidiary to the bid item "Clearing and Grubbing."
- 3 Workmanship: All removals, except for suitably sized broken pavement, shall be properly discarded off the project limits and shall not be re-used or used as an embankment material within the project limits.
- C. Payment: No direct payment shall be made for demolition. This item shall be considered subsidiary to the bid item "Clearing and Grubbing".

DIVISION 2 – SITEWORK

02230 CLEARING AND GRUBBING

- A. General: Clearing and grubbing shall be done in accordance with Section 2101 of the APWA Standard Specifications.
- B. Payment: No direct payment will be made.

02300 EARTHWORK

- A. General: Grading shall be in accordance with Section 2100 of the APWA Standard Specifications. Subgrade preparation shall be in accordance with Section 2201 of the APWA Standard Specifications, except as otherwise specified herein.
 - a. Embankment: Embankment shall include the placing and compacting of all materials necessary to construct the improvements as shown on the plans.
 - i. Upon completion of stripping, but prior to placing new fill, the exposed grade in fill areas shall be broken up by plowing or scarifying to a minimum depth of 6 inches and recompact as specified. All embankment fill shall be compacted to a density of at least ninety-five percent (95%) of the maximum density for material used as determined by ASTM Designation D-698. The top one-foot of embankment as well as the embankment surrounding utilities shall contain no rock larger than 3 inches.
 - ii. The area in the plans designated as “compacted fill” shall be graded and compacted to 95% maximum density to the elevation of two feet above the top of pipe prior to excavating for the pipe installation.
 - b. Over-excavation and Placement of Backfill: At the direction of the Owner, excavation of unsuitable subgrade material and placement of suitable fill material may be employed. Overexcavation and placement of backfill will include the removal of all unsuitable material beyond the excavation limits as shown on the plans, placement of backfill material and compaction of backfill per the above listed Embankment specifications.

- B. Payment: No direct payment will be made.

02350 EROSION AND SEDIMENT CONTROL

- A. General: Erosion and sediment control shall be in accordance with APWA Standard Specifications Section 2150.
 - 1. The Contractor is responsible for providing sufficient control of sediment and erosion to prevent migration of sediment off the construction site throughout the duration of the project.
 - 2. All sediment escaping the project site and entering the downstream ditches shall be removed immediately at the expense of the Contractor. If the existing vegetation is damaged by the sediment, or by the removal of the sediment, it shall be replaced with like vegetation at the expense of the Contractor.
- B. Payment: No direct payment will be made.

02510 - ASPHALT PAVEMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Under this section of the Specifications, the Contractor shall provide all labor, materials, tools and equipment necessary to complete the following items of work:
 - 1. Bituminous concrete pavements.

1.2 RELATED WORK NOT INCLUDED IN THIS SECTION

- A. Earthwork: Section 02300.
- B. Pavement Markings: Section 02870.
- C. Materials and testing shall be in accordance with the latest edition of the applicable provision of the American Society for Testing Materials (ASTM).

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Asphaltic Pavement:
 - 1. Basis of Measurement: By the square yard.
 - 2. Basis of Payment: Includes all labor, equipment and materials necessary for mix design, supplying to site, testing, forming, placement, curing, protection, joint sealing and backfilling.

PART 2 - MATERIALS

2.1 ASPHALT MATERIALS

- A. Asphalt Cement: Asphaltic cement shall conform to ASTM D946.
- B. Coarse Aggregate: Coarse aggregate shall be in accordance with MCIB Section 4 - Paragraph 2, except that the total shale, clay, coal and lignite content shall not exceed 0.5 percent by weight.
- C. Fine Aggregate: Fine aggregate shall be in accordance with MCIB Section 4 - Paragraph 3.

2.2 AUXILIARY MATERIALS

- A. Joint Sealant: ASTM 6690, hot-applied, single-component, polymer-modified bituminous sealant.

0.3 ASPHALT ACCESSORIES

- A. Primer: Homogeneous, medium curing, liquid asphalt, Type MC-70.

- B. Tack Coat: Homogeneous, medium curing, liquid asphalt, Type RC-70.
- C. Sand Cover: Sand cover used for blotting excess primer shall be clean granular mineral meeting the following gradation:

Sieve Size	Percent Passing
No. 4	100
No. 200	0-2

The moisture content of the sand shall not exceed 3 percent by weight.

0.4 ASPHALT PAVING MIX

- A. Use dried and heated material to avoid foaming. Mix uniformly.
- B. Asphaltic Concrete Base Course Type 1: Asphalt base shall contain 4 to 6 percent of asphalt cement by weight in mixture. Mineral aggregates shall conform to the following gradation:

Sieve Size	Percent Passing By Weight
1 1/2"	100
1"	75-100
3/4"	60-85
1/2"	----
3/8"	40-65
No. 4	30-50
No. 10	17-33
No. 40	----
No. 80	5-12
No. 200	2-10

1. In addition to the above limits, the difference between the "percent passing" of successive sieve sizes shall not exceed 25 percent.
2. At the Contractor's option Asphalt Base may contain up to 50 percent Reclaimed Asphalt Pavement (RAP) and/or Reclaimed Aggregate Materials (RAM).
3. Recycled Asphaltic Concrete Material shall have the following additional tests performed:
 - a. ASTM C-117 Standard Test Method for Material Finer than No. 200 Sieve in Mineral Aggregates by Washing.
 - b. ASTM C-136 Standard Method for Sieve Analysis of Fine and Coarse Aggregates.
 - c. ASTM D-2172 Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures, Method "A".
4. The extracted asphalt from Method "A" ASTM D-2172 shall be reclaimed from solution in accordance with ASTM D-1856 Standard Test Method for Recovery of Asphalt from Solution by Abson Method.

- a. The consistency of the asphalt shall be determined on the basis of viscosity at 140 degrees F in accordance with ASTM D-2171 Standard Test Method for Viscosity of Asphalts by Vacuum Capillary Viscometer.
 - b. The grade of asphalt used in recycled mixes shall be the same grade as for virgin mixes.
5. New asphalt cement added to recycled asphalt shall meet the requirements of ASTM D-3381, Standard Specification for Viscosity-Graded Asphalt Cement for use in Pavement Construction or ASTM D-946, Standard Specification for Penetration-Graded Asphalt Cement for use in Pavement Construction.
 6. Any material obtained from cut-back asphaltic concrete streets or road-oil-chip seal streets is unacceptable for recycled asphaltic concrete.
 7. Recycling Agents, if used, shall meet the requirements of ASTM D-4552 Standard Practice for Classifying HOT MIX Recycling Agents.
 8. The blend of RAP and/or RAM and virgin aggregates shall be checked for resistance to stripping. Use ASTM D-1075 Standard Test Method for effect of Water on Cohesion of Compacted Bituminous Mixtures. The index of retained strength shall exceed 75 percent.
 9. Maintain stockpiles of RAM and RAP at the plant separated on the basis of mix type-surface, binder and base. Stockpiles shall be free of foreign matter. RAM and/or RAP shall be processed such that 100 percent passes the 1 1/2 inch sieve and 90 percent passes the 1 inch sieve.
 10. RAP and/or RAM stockpiles shall be free of all foreign matter, including but not limited to ice, wood, soil, broken sewer castings, loop detector wire, joint filler material, lane markers, trash and debris.
 11. Mix Design Requirements: Mix design for recycled mixtures shall be in accordance with the Asphalt Institute's Manual Series No. 20 (MS-20) titled Asphalt Hot-Mix Recycling Section 3.00.
 12. All delivery tickets of asphaltic pavement material shall designate the type of recycled mix (RC - Type 1, RC - Type 2, RC - Type 3, or RC - Type 4).
- C. Asphaltic Concrete Surface Course Type 3: Surface course Type 3 shall consist of all virgin material with 4 to 7 percent of asphalt cement by weight in mixture. Mineral aggregates shall conform to the following gradation:

Sieve Size	Percent Passing By Weight
3/4"	100
1/2"	85-100
3/8"	70-90
No. 4	50-70
No. 10	34-43
No. 40	16-27
No. 80	7-16
No. 200	4-10

1. In addition to the above limits, the difference between the "percent passing" of successive sieve sizes shall not exceed 20 percent.

0.5 AGGREGATE BASE COURSE

- A. Coarse aggregate base shall be crushed stone free of lumps or balls of clay and any other soft or objectionable material. Gradation shall be in accordance with ASTM C-136 and the following:

Sieve Size	Percent Passing By Weight
1 1/4"	100
1"	72-100
3/4"	60-90
3/8"	43-74
No. 4	28-60
No. 10	16-40
No. 40	3-22
No. 200	0-15

The difference between the percent passing of successive sieve sizes shall not exceed 25 percent.

- B. The coarse aggregate base material shall be angular particles with a minimum of 90 percent of the stones having two or more fractured surfaces.
- C. The specific gravity for base coarse aggregate shall not be less than 2.54 (S.S.D. Bulk).
- D. The abrasion loss for the aggregate when subjected to 500 revolutions in a Los Angeles abrasion machine, according to ASTM C-131, shall be no more than 35 percent.
- E. That portion of the aggregate passing the 1 inch sieve and retained on the No. 4 sieve shall have, by weighted average, a loss not greater than 10 percent when subjected to five cycles of the Soundness Test, ASTM C-88. Also this same portion of the material shall contain less than 20 percent by weight particles which have a thickness to least width ratio of 1 to 3 and least width to length ratio of 1 to 3.
- F. That portion of the material passing the No. 40 sieve shall have a maximum plasticity index of 8 when tested in accordance with ASTM D-4318.

0.6 SOURCE QUALITY CONTROL

- A. Provide tests of mix design for asphalt.
- B. Submit proposed mix design of each class of mix for review prior to commencement of work.
- C. Asphaltic concrete test samples shall be taken according to ASTM D-979 and tested for Bitumen content according to ASTM D-2172.

PART 3 - EXECUTION

3.1 TESTING

- A. The Contractor shall provide and pay for the services of a qualified, independent testing laboratory to insure that the bituminous concrete mix designs and in-place thicknesses and densities of base and surface courses are in compliance with all the provision of the specifications.

3.2 SUBGRADE PREPARATION

- A. The paving contractor shall proof roll the entire subbase area which is to be paved with a fully loaded tandem dump truck before application of base material. If any portion is unsatisfactory, that area shall be removed and shall have suitable fill replaced, recompact and retested before paving shall commence. The cost of this work shall be the responsibility of the earthwork contractor.

3.3 INSTALLATION OF BITUMINOUS CONCRETE PAVEMENT

- A. Bituminous concrete pavements shall be constructed in accordance with the applicable section of KC-APWA except as herein amended.
- B. Apply a prime coat to the aggregate base of 0.3 gallons per square yard of AC-30 liquid emulsified asphalt.
- C. Apply a prime coat of emulsified asphalt to all vertical contact surfaces of existing pavement, manholes, catch basins, curbs and all other contact surfaces prior to paving.

3.4 CLEAN-UP

- A. Upon completion of the work, all surplus materials, debris, tools and equipment shall be removed from the site.

END OF SECTION 02510

02520 - PORTLAND CEMENT CONCRETE PAVING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concrete curb and gutter, sidewalk and driveways.

1.2 RELATED SECTIONS

- A. Section 02300 - Earthwork: Preparation of site for paving.
- B. Section 02510 – Asphaltic Concrete Paving.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Concrete Curb and Gutter:

1. Basis of Measurement: By the lineal foot.
2. Basis of Payment: Includes all labor, equipment and materials necessary for mix design, supplying to site, testing, forming, placement, curing, protection, joint sealing and backfilling.

B. Concrete Sidewalk:

1. Basis of Measurement: By the square foot.
2. Basis of Payment: Includes all labor, equipment and materials necessary for mix design, supplying to the site, testing, forming, placement, curing, protection, joint sealing and backfilling.

1.4 REFERENCES

- A. Division II, Construction and Materials Specifications for Paving, Section 2200, and Incidental Construction, Section 2300, Kansas City Metropolitan Chapter of the American Public Works Association Standard Specifications approved and adopted the 23rd day of May, 2001 together with all additions, deletions and changes prescribed by the Public Works Department for the City of Riverside, Missouri, one copy of which shall be kept on site at all times.
- B. Midwest Concrete Industry Board (MCIB) Standard Specifications for Concrete Work, Sections 3-1, 4-1, and 4-4, revised November 1999.
- C. ACI 301 - Specifications for Structural Concrete for Buildings.
- D. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- E. ANSI/ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- F. ANSI/ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- G. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- H. ASTM A616 - Deformed and Plain Rail-Steel Bars for Concrete Reinforcement.
- I. ASTM A617 - Deformed and Plain Axle-Steel Bars for Concrete Reinforcement.
- J. ASTM C33 - Concrete Aggregates.
- K. ASTM C88 - Soundness of Aggregates by Use of Sodium Sulfate and Magnesium Sulfate.
- L. ASTM C131 - Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

- M. ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.
- N. ASTM C150 - Portland Cement
- O. ASTM C260 - Air-Entraining Admixtures for Concrete.
- P. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- Q. ASTM C494 - Chemical Admixtures for Concrete.
- R. ASTM D698 - Moisture Density Relations of Soils and Soil Aggregate Mixtures.
- S. ASTM D4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- T. FS TT-C-800 - Curing Compound, Concrete, for New and Existing Surfaces.
- U. FS TT-00227 and TT-00230-C - Rubberized Polysulfide Urethane Joint Sealing Compound for Concrete Pavement.

1.5 SUBMITTALS

- A. Submit under provisions set forth in General and Special Conditions and Division 1 of these specifications.
- B. Product Data: Provide data on mix design, joint filler, admixtures, and curing compounds.

1.6 QUALITY ASSURANCE

- A. The Contractor is responsible for placing concrete when conditions are conducive to proper curing.
- B. Perform work in accordance with MCIB Standard Specifications and the requirements of the City of Riverside, Missouri Public Works Department Standard Specifications .
- C. Obtain materials from same source throughout.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when subgrade, forms or equipment are wet or frozen or contain ice or snow. Cold weather concrete work, when the air temperature is below 40 F, shall conform to MCIB Standard Concrete Specification, Section 4-4.
- B. Hot weather concrete work, when the air temperature is above 80 F, shall conform to MCIB Standard Concrete Specification, Section 4-4.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Forms shall be in good condition, clean and free of imperfections. Each form shall not vary more than 1/4 inch in horizontal and vertical alignment for each 10 feet in length.
- B. Forms shall be metal with a height equal to or greater than the specified thickness of the pavement slab or curb height.
- C. Forms shall be of sufficient cross section and strength and secured to withstand all pressures and loads imposed on it by concrete placement, vibration and finishing including any loads or impact from equipment.
- D. Slip form paving and curb machines may be used in place of forms. The machine shall be equipped with mechanical internal vibrators and capable of placing pavement or curb to the correct thickness, cross section, line and grade within the allowable tolerances.

2.2 JOINT MATERIALS

- A. Expansion joint material for concrete curb and gutter, sidewalk and driveway shall be a pre-formed, one piece, non-extruding material such as "Bondex" No. 941 pre-formed rubber joint, "Rubatex", both manufactured by Rubatex Company or approved equal.
- B. Joint sealing compound for concrete curb and gutter shall be a one component, gun-grade, moisture cured epoxy or urethane such as "Valcum 45" manufactured by Maneco International, "Sikaflex 1-A" by Sika Chemical Corporation or "Pecora CG-9" by Pecora Company or approved equal.

2.3 REINFORCEMENT

- A. Steel bar reinforcement for concrete pavement and curb dowels shall conform to ASTM A-615, A-616 or A-617.
- B. Welded wire fabric shall be W6X6 conforming to ASTM A-185.

2.4 CONCRETE MATERIALS

- A. Portland cement shall conform to ASTM C-150, Type I.
- B. Coarse aggregate shall conform to MCIB, Section 4-1. Only limestone from the Bethany Falls or Calloway ledges shall be used.
- C. Fine aggregate shall conform to MCIB Section 4-1.
- C. Water shall be potable, not detrimental to concrete.

- E. Air entrainment admixture shall be a neutralized vinsel resin type such as adair or an approved equal conforming to ASTM C-260.

2.5 ACCESSORIES

- A. Liquid membrane curing compound for use on pavement, curb and gutter, sidewalk and driveways shall conform to one of the following types.
 - 18. A white-pigmented, two component water insensitive epoxy having a solid epoxy content of 40 to 60 percent. The application rate is 5 to 8 mils wet.
 - 19. A liquid, white-pigmented, system of styrene acrylate Type I - Class 2 or liquid chlorinated rubber Type II - Class 2, complying with Federal Specification No. TT-C-800A. The application rate shall be 6 to 10 mils wet.
 - 20. A fan pattern spray nozzle shall be used when applying liquid curing membrane.

2.6 CONCRETE MIX

- A. Portland cement concrete used in construction of concrete pavement shall conform to MCIB Mix No. A558-1-2-0.421.
- B. Portland cement concrete used in construction of concrete curb and gutter shall conform to MCIB Mix No. A558-1-2-0.421 or WA610-1-4-0.410.
- C. Portland cement concrete used in construction of concrete sidewalk and driveways shall conform to MCIB Mix No. WA610-1-4-0.410.

2.7 SOURCE QUALITY CONTROL

- A. Submit proposed mix design of each class of concrete used to City and for review prior to commencement of work.
- B. Tests on cement and aggregates will be performed to ensure conformance with specified requirements.
- C. Test samples in accordance with ACI 301 and MCIB Standard Concrete Specifications.

PART 3 EXECUTION

3.1 EXAMINATION

- i. Verify that subgrade is compacted as specified in Section 02300, Earthwork and ready to support paving and imposed loads.
- ii. Verify that grades and elevations are as indicated on the plans.

3.2 SUBGRADE

- A. The subgrade surface shall be cut, filled and compacted as required to achieve the lines, grades and cross sections shown on the plans within a tolerance of 1/4 inch from plan elevation.
- B. The top six (6) inches of the subgrade shall be compacted to 95 percent of the maximum density as specified in ASTM D-698 with a moisture content ranging from minus 2 to plus 3 percent of optimum.
- C. If the subgrade cannot be properly compacted remove soft material, scarify top 6 inches of subgrade, moisture condition, and compact to 95 percent standard maximum density.
- D. Protect the finished subgrade from any damage, erosion or settlement until pavement placement. Any areas which are damaged shall be repaired to the specified lines, grades and cross sections. Any subgrade which has become unacceptable shall be reworked and restored to the lines, grades and density specified.

3.3 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Verify that manholes, inlets or any other structures have been brought to the proper elevation, grade and alignment prior to placing concrete. Coat surfaces of manholes, curb inlets, existing structures and frames with oil to prevent bonding with concrete.
- C. Notify City a minimum of 24 hours prior to commencement of concreting operations.

3.4 FORMING

- A. Place and secure forms true to line and grade. Forms shall be supported throughout their length and joined in a manner to prevent movement in any direction.
- B. Clean and lubricate forms prior to each use. Forms shall be assembled to permit easy removal without damage to the new concrete.
- C. Place joint filler vertical in position, in straight lines as specified below. Secure to formwork during concrete placement.

3.6 REINFORCEMENT

- A. Place reinforcement as indicated in the details and typical sections in the plans.
- B. Interrupt reinforcement at expansion joints.

3.7 PLACING CONCRETE

- A. Concrete shall be placed in accordance with MCIB Standard Concrete Specifications.
- B. Concrete shall not be placed on subgrade or base which is muddy or frozen.
- C. Concrete shall be placed in such a manner to minimize segregation.

- D. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
- D. Deposit concrete on the subgrade or base to the required depth and lane width indicated on the plans. Place concrete continuously between predetermined construction joints in successive batches without using intermediate forms or bulkheads. The concrete shall be placed as closely to its final position as possible in order to minimize the amount of additional spreading necessary.
- F. Care shall be taken to deposit a sufficient volume of concrete along joints and forms. Curbs constructed of MCIB Mix No. WA-610-1-4 concrete shall be mechanically vibrated.
- G. During placement, vibrate and compact concrete with the appropriate tools and equipment to prevent voids and honeycomb pockets. Vibration is not required for placement of concrete for sidewalks and driveways.
- H. Concrete shall not be allowed to extrude below the forms.

3.7 CURB JOINTS

- A. Joints shall be formed at right angles to the alignment of the curb as specified in the details on the plans.
- B. Expansion joints shall be placed at all radius points, driveways, curb inlets and any additional locations directed by the City.
 - 1. Expansion joints shall be formed using a one piece, 3/4 inch thick preformed joint filler cut to the configuration of the curb section.
 - 2. Expansion joint material shall be secured to prevent any displacement during concrete placement, consolidation and finishing.
 - 3. Joint edges shall be rounded with a 1/4 inch radius edging tool.
- C. Curbs shall have one inch deep contraction joints at intervals of not less than 10 feet and not greater than 20 feet. The contraction joints shall extend across the entire curb section to one inch below the pavement surface and may be formed by one of the following methods.
 - 4. Contraction joints may be formed using a 1/8 inch metal template cut to the configuration of the curb section. Secure templates in place to prevent them from being disturbed. The templates shall remain in place until the concrete has attained its initial set and finishing is completed.
 - 5. Contraction joints may be tooled to the specified depth. All exposed joint edges shall be given a 1/4 inch radius.
 - 6. Sawed contraction joints may be cut when a curb machine has been used. Joints must be sawed within 24 hours of curb placement.
 - 7. Joint sealer is not required for contraction joints.

3.8 SIDEWALK JOINTS

- A. Joints shall be formed at right angles to the alignment of the sidewalk according to the Riverside, Missouri Public Works Department Standards.
- B. Sidewalks shall have traverse joints spaced at a distance equal to the sidewalk width. Sidewalks greater than 6 feet in width shall be divided by longitudinal joints spaced not less than 30 inches or greater than 48 inches with the traverse joints at the same spacing to form a square pattern.
- C. Expansion joints shall be located as indication in the details.
 - 1. Expansion joints shall be formed using a one piece, 1/2 inch thick preformed joint filler cut to match the cross section of the sidewalk or driveway. The joint material shall be left 1/2 inch below the pavement surface or a tear strip provided to allow for application of joint sealer.
 - 2. Secure joint material to prevent any displacement during concrete placement, consolidation and finishing.
 - 3. Round joint edges with a 1/4 inch radius edging tool.
- D. Contraction joints for sidewalks and driveways shall be one inch deep and 1/8 inch wide with edges rounded by a 1/4 inch radius edging tool. The edger marks shall be left on all sidewalks and driveways.
 - 1. Contraction joints may be sawed with the approval of the City.
 - 2. Joint sealer is not required for contraction joints.

3.9 CURB AND SIDEWALK FINISHING

- A. After placement and initial strike-off, the edges and curb shall be tooled to the radii shown in the details. If the surface is wet enough to create a ridge at the inside of the radius tool, finishing will be discontinued until the excess moisture evaporates.
- B. After the concrete has achieved initial set, face forms and templates shall be removed and the surface finished to the required dimensions. No water, dryer or additional mortar shall be applied to the concrete.
- C. After finishing, the surface of the concrete shall be broomed with a fine clean broom. The edges and joints of sidewalk and driveways shall be retooled. Finished curb, sidewalk and driveway shall have a true surface, free of sags, twists or warps and shall be uniform in color and appearance.

3.10 CURING

- A. Concrete curing shall conform to MCIB Standard Concrete Specifications except that water proof paper or polyethylene sheeting, wet burlap and cotton mats are not acceptable curing methods for concrete pavement, curbs, sidewalk and drives.
- B. As soon as practical after finishing and not later than one hour following placement, the concrete shall be cured by one of the acceptable liquid curing membranes, applied according to the manufacturer's instructions.

- C. If the forms are removed within 72 hours after placing concrete, or if a slip form paving machine or curb machine are used these surfaces shall also be cured.

3.11 PROTECTION

- A. The Contractor shall protect concrete work from damage or defacement until accepted by the Owner. Any concrete which has been damaged or defaced shall be removed and replaced or repaired to the City's satisfaction at the Contract expense.
- B. All concrete pavement shall be protected from vehicular traffic until it has achieved 70 percent of the 28 day compressive design strength.

3.12 JOINT SEALING

- A. All sidewalk expansion joints shall be sealed with a specified joint sealer within 7 days of concrete placement. Only the sidewalk portion of the curb requires joint sealing with a specified joint sealer within 7 days of placement.

3.16 TOLERANCE

- A. Surface tolerance for all concrete work shall be 1/4 inch in 10 feet, in all directions, when checked with a 10 foot straight edge.

3.17 BACKFILL

- A. Concrete forms shall remain in place a minimum of 24 hours. Curbs and sidewalks may be backfilled immediately after forms are removed.
- B. Backfill of concrete work shall conform to the grading specifications set forth in Section 02300, Earthwork.

3.18 CLEANUP

- A. The Contractor shall be responsible for removal from the site of excess concrete, rock, dirt, debris and any broken concrete. Clean up shall take place as work progresses.
- B. Contractor shall be responsible for the repair of any existing pavement, curb, sidewalk or driveway damaged or disturbed during construction to the satisfaction of the City.

3.19 FIELD QUALITY CONTROL

- A. The Contractor shall provide and pay for the services of a qualified, independent testing laboratory to insure that the bituminous concrete mix designs and in-place thicknesses and densities of base and surface courses are in compliance with all the provision of the specifications.

B Field inspection and testing will be performed under provisions set forth in the General and Special Conditions and Division 1 of these specifications.

E. One additional test cylinder will be taken during cold weather and cured on site under same conditions as concrete it represents.

G. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

END OF SECTION 2520

02870 - PAVEMENT MARKINGS

PART 1 - GENERAL

- 1.1 Pavement areas shall be striped as indicated on the drawings. Materials shall be as indicated in PRODUCTS.
- 1.2 Colors shall be white or yellow, full bodied. All striping shall be 4", 6" or 12" wide and uniform, with sharp, straight edges and neat intersections. Furnishings of material and paint striping shall be done by a licensed and insured parking lot service contractor only.

PART 2 - PRODUCTS

<u>Manufacturer</u>	<u>Product Name</u>
PPG	Pittsburg Traffic and Zone Marking Paint, 11 Line
Sherwin Williams	Pro Mar Alkyd Traffic Marking Paint

PART 3 - EXECUTION

- 3.1 Paint a 4" wide single line stripe for all auto parking spaces and lane lines as shown on drawings. At the pedestrian crosswalks, as shown on drawings, paint 12" wide white stripes each side of walkway in parallel lines and paint 12" wide white lines diagonal to the crosswalk line at 4'-0" O.C.
- 3.2 Paint 4" wide yellow stripes marking NO PARKING areas using diagonal stripes at 2'-0" O.C.
- 3.3 Paint disabled parking symbols using a 6" wide single line stripe as detailed on the plans.

03002 - CONCRETE

A. General: Portland Cement Concrete Pavement construction shall be performed in accordance with **Section 2200 of the APWA Standard Specifications**. **The material shall be in accordance with the Kansas City Metro Materials Board, KCMMB4K design mix.**

B. Workmanship:

1. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.

2. Cold Weather:

a. Paving: Do not place aggregates containing frozen lumps, and do not place concrete on a frozen subgrade or subbase. Take all necessary actions to prevent the pavement from freezing.

1) Concrete mixing and placement may be started, if weather conditions are favorable, when the air temperature is at least 34°F and rising. At the time of placement, concrete must have a temperature in conformance with ACI 306R-88, Table 3.1.

2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.

b. Protection: Prior to applying protection, cure all concrete pavement and curb/gutters, including exposed edges of the pavement and curb. In addition, protect concrete less than 36 hours old as follows:

Night Temperature Forecast	Type of Protection¹
35°F to 32°F	One layer of burlap for concrete.
31°F to 25°F	Two layers of burlap or one layer of plastic on one layer of burlap.
Below 25°F	Four layers of burlap between layers of 4 mil plastic or equivalent commercial insulating material approved by the Engineer.

¹ Keep protection in place until one of the following conditions is met:

- a. The pavement is 5 calendar day old
- b. 4,000 psi strength is attained.
- c. Forecasted low temperatures exceed 35°F for the next 48 hours.
- d. Forecasted high temperatures exceed 55°F for the next 24 hours and subgrade temperatures are above 40°F.

1) Shut down paving operations in time to comply with protection requirements outlined above. During cold weather, allow more time for

finishing and protection. Perform all finishing and covering operations prior to darkness.

2) Equivalent commercial insulating material approved by the Engineer may be used. This material must be waterproof and have a minimum R value of 1.0. If initial set has not yet occurred, place a layer of burlap on top of concrete prior to placing insulating blankets.

3) Use a method of protection and materials that will maintain the concrete temperature above 40°F.

C. Payment: Payment will be made in accordance with Section 01270, Measurement and Payment. No additional payment will be made for curing and required cold weather protection but shall be incidental to the bid unit price for concrete pavement protection but shall be incidental to the bid unit price for concrete pavement.

BILL NO: 2017-017

ORDINANCE NO: _____

AN ORDINANCE AMENDING CITY CODE TO SEPARATE THE POLICE AND FIRE DEPARTMENTS

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

SECTION 1 – ADOPTION OF AMENDMENT. Section 200.010 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be repealed contains a bolded ~~strikethrough~~):

Section 200.010 ~~Combination~~ **Establishment** of Fire and Police Departments.

~~The Police Department and Fire Department are hereinafter combined and shall be hereinafter known as the Department of Public Safety. Provided however, the duties of departmental officers shall be combined only as specifically set out herein, and it is specifically provided that employees of the City may be delegated the specific responsibility as Police Officers or Fire Department Officers without any additional authority except as expressly commissioned to them.~~

- A. **There is hereby established the Police Department of the City directed and supervised by the Chief of Police.**
- B. **There is hereby established the Fire Department of the City directed and supervised by the Fire Chief.**

SECTION 2 – ADOPTION OF AMENDMENT. Section 200.020 of the City Code of the City of Riverside, Missouri is hereby added to read as follows (text to be added is bolded underline; text to be repealed contains a bolded ~~strikethrough~~):

Section 200.020 ~~Director of Public Safety.~~

~~A. There is hereinafter created a position which shall be known as Director of Public Safety who shall have the overall supervisory responsibility for both the Fire and Police Department as an administrative employee of the City and who shall have the following specific duties and responsibilities:~~

- 1. ~~The Director of Public Safety shall be the administrative head of and shall supervise all members of the Police and Fire Departments.~~
- 2. ~~He/she shall hire all personnel of said Departments subject to the appointive power of the Mayor with the approval of the Board of Aldermen.~~
- 3. ~~He/she shall report when required by the City Administrator any administrative problem of either department and shall furnish other reports to said Administrator as they may be required by said Administrator.~~

4. ~~He/she shall report to the Mayor and Board of Aldermen such information as may be required of him/her.~~
5. ~~He/she shall carry out all personnel policies set by the City Administrator or by the Board of Aldermen.~~
6. ~~He/she shall make regulations and see that all regulations of the Police and Fire Department are carried out.~~
7. ~~He/she shall have direct responsibility for all budgetary matters with regard to either the Police or Fire Department. He/she shall approve any expenditures of either Department.~~
8. ~~He/she shall do such other duties as may be delegated to him/her by the Mayor and Board of Aldermen and City Administrator.~~

SECTION 3 – ADOPTION OF AMENDMENT. Section 200.030 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be repealed contains a bolded ~~strikethrough~~):

~~Section 200.030 Positions Combined.~~

~~The Director of Public Safety may serve in the dual capacity of appointive Police Chief.~~

SECTION 4 – ADOPTION OF AMENDMENT. Section 110.040 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be repealed contains a bolded ~~strikethrough~~):

Section 110.040 Appointive Officers.

The City Administrator, Municipal Judge, City Prosecutor, City Clerk, Treasurer, Assistant Treasurer, Attorney, Assistant Attorneys, Engineer, **Chief of Police, Fire Chief, Director of Public Safety** and Secretary to the Board of Aldermen are hereby declared to be appointive officers of the City.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this ____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY CODE
PERTAINING TO THE POLICE AND FIRE DEPARTMENTS**

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE,
MISSOURI, as follows:

SECTION 1 – ADOPTION OF AMENDMENTS. The below listed sections of the City Code of the City of Riverside, Missouri are amended to read (text to be added is bolded underline; text to be repealed contains a bolded ~~strikethrough~~) as indicated within Exhibit A, attached hereto and incorporated herein by this reference.

Affected City Code Sections: 130.120, 130.130, 130.180, 130.260.9, 200.050, 200.060, 205.010, 205.030, 205.040, 210.220.B & .C, 210.590, 210.750, 210.1980, 228.040, 228.050, 228.060, 228.080, 228.090, 228.100, 228.110, 230.020, 230.045, 230.050, 305.005, 300.010, 305.010, 305.020, 305.030, 305.040, 305.060, 310.010, 310.020,, 310.070, 310.080, 310.090, 340.020, 340.050, 355.110, 370.130, 370.180, 385.030, 385.040, 390.010, 390.020, 510.120, 515.030, 600.100, 605.210, 605.270, 605.280.Q, 605.320, 610.030, 610.040, 610.120, 610.140, 615.040.

SECTION 2 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this _____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

Exhibit A

- Section 130.120 **Issuance and Execution of Warrants.**

All warrants issued by a Municipal Judge shall be directed to the ~~Director of Public Safety~~ Chief of Police or any other Police Officer of the municipality or to the Sheriff of the County. The warrant shall be executed by the ~~Director of Public Safety~~ Chief of Police, Police Officer, or Sheriff any place within the limits of the County and not elsewhere unless the warrants are endorsed in the manner provided for warrants in criminal cases, and, when so endorsed, shall be served in other Counties, as provided for in warrants in criminal cases.

- Section 130.130 **Arrests Without Warrants.**

The ~~Director of Public Safety~~ Chief of Police or other Police Officer of the City may, without a warrant, make arrest of any person who commits an offense in his/her presence, but such officer shall, before the trial file a written complaint with the Judge hearing violations of municipal ordinances.

- Section 130.180 **Jailing of Defendants.**

A. If, in the opinion of the Municipal Judge, the City has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail or to any private correctional facility with which the City maintains a contractual arrangement for the jailing of City prisoners, and it shall be the duty of the Sheriff or the Jailer of any private facility upon receipt of a warrant of commitment from the Judge to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed to the Sheriff or to any private confinement facility for the keeping of such prisoner in his/her or its custody. The same shall be taxed as costs. No prisoner shall at any time or in any manner be released or transferred from custody unless and until the ~~Director of Public Safety~~ Chief of Police or an authorized member of the Police Department ~~of Public Safety~~ has conducted an inquiry of the Missouri Uniform Law Enforcement System (MULES) and an inquiry of the National Crime Information Center (NCIC) to determine whether there are any pending outstanding warrants for misdemeanors and/or felonies on such prisoner who is to be released, whether the prisoner has been convicted of a crime or is being held on suspicion of charges.

B. The Municipal Judge may not sentence a defendant to confinement for failure to pay a fine for a minor traffic violation or municipal ordinance violation, as defined in Section **100.240(D)(1)** and **100.240(E)(1)** of this Code and Section 479.350, RSMo., unless such non-payment violates terms of probation or unless the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor rule are strictly followed by the Municipal Judge.

- Section 130.260.9 - *Reimbursement of certain costs of arrest.*

a. Upon a plea or a finding of guilty for a first (1st) offense of violating the provisions of an ordinance of the City of Riverside involving alcohol- or drug-related traffic offenses, the Court may, in addition to

imposition of any penalties provided by law, order the convicted person to reimburse the ~~Public Safety~~ Police Department for the costs associated with such arrest.

b. Such costs hereby authorized shall include the reasonable cost of making the arrest, including the cost of any chemical test made as authorized or required by law or ordinance to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody.

c. The ~~Police Chief Director of Public Safety~~ shall establish a schedule of such costs hereby authorized and shall submit the same to the Municipal Judge. However, the Court may order the costs reduced if it determines that the costs are excessive.

d. Upon receipt of such additional costs authorized by this Subsection, the City Treasurer shall retain such costs in a separate fund to be known as the "DWI/Drug Offense Cost Reimbursement Fund". Monies within such fund shall be appropriated by the Board of Aldermen to the ~~Public Safety~~ Police Department in amounts equal to those costs so collected and shall be used by such department specifically to enhance and support the enforcement and prosecution of alcohol- and drug-related traffic laws within the City.

● Section 200.050 **Reporting of Various Incident Reports.**

A. The Police Department ~~of Public Safety~~ shall:

1. Comply in full with the provisions of Section 43.505, RSMo., related to the uniform provision, collection and storage of crime incident and arrest reports from Missouri law enforcement agencies.
2. Submit crime incident reports to the Department of Public Safety on forms or in that format prescribed by the Missouri Department of Public Safety.
3. Submit any other crime incident information which may be required by the Missouri Department of Public Safety.

● Section 200.060 **Inquiries Regarding Outstanding Misdemeanors and Felonies.**

A. The ~~Chief of Police Director of Public Safety~~ or an authorized member of the Police Department ~~of Public Safety~~ shall conduct an inquiry of pending outstanding warrants for misdemeanors and felonies through the Missouri Uniform Law Enforcement System (MULES) and the National Crime Information Center (NCIC) on any and all prisoners to be released, whether convicted of a crime or being held on suspicion of charges, from custody.

B. No prisoner, whether convicted of a crime or being held on suspicion of any charge, shall be released or transferred from a correctional facility or jail to any other facility prior to having a local, State or Federal warrant check conducted by the ~~Chief of Police Director of Public Safety~~ or an authorized member of the Police Department ~~of Public Safety~~.

C. If any prisoner warrant check indicates outstanding charges or outstanding warrants from another jurisdiction, it shall be the duty of the person conducting the warrant check to inform the agency that issued the warrant that the correctional facility or jail has such prisoner in custody. That prisoner shall not be released except to the custody of the jurisdictional authority that had issued the warrant, unless the warrant has been satisfied or dismissed, or unless the warrant issuing agency has notified the Police Department ~~of Public Safety~~ that the agency does not wish the prisoner to be transferred or the warrant to be pursued.

● **Section 205.010 - Definitions**

ANIMAL CONTROL OFFICER

Any officer of the City appointed by the Board to assist in the enforcement of this Chapter and carry out the requirements hereof. If no Animal Control Officer has been appointed by the Board, then Animal Control Officer means ~~Director of Public Safety~~ Chief of Police.

● **Section 205.030 Impoundment and Quarantine of Vicious and Rabid Animals.**

A. It shall be unlawful for any person keeping any vicious animal, or any animal affected with, or bitten by, or otherwise substantially exposed to any other animal affected with rabies to fail to:

1. Immediately impound and confine the animal (unless transporting the animal to a licensed veterinarian) for at least fifteen (15) days following the vicious act or exposure to rabies.
2. Immediately notify the Animal Control Officer or the ~~Public Safety~~ Police Department of the impoundment, the reasons therefor, and any further information as may be required.
3. Upon order of the Animal Control Officer or ~~Public Safety~~ Police Department, surrender such animal for quarantine, which quarantine shall be at the owner's expense. In the event the animal is not claimed or in the event of the owner's execution of a relinquishment of ownership then said animal may be turned over to the Humane Society or other similar organization.
4. Any animal quarantined hereunder may be kept a maximum of fifteen (15) days but may be released earlier if certified by a licensed veterinarian to be free from rabies. No person shall kill any animal which is vicious or has been exposed to rabies without permission from the Animal Control Officer or the ~~Public Safety~~ Police Department except when necessary to prevent such animal from escaping or attacking any other animal or person. If any such animal dies or is killed it shall be surrendered upon demand to the Animal Control Officer or the ~~Public Safety~~ Police Department.
5. Any "guard dog" (for the purposes of this Chapter herein defined as a dog not owned by the governmental unit which dog is used to guard public or private property) used in the City, by virtue of such use, is hereby declared to be subject to the license requirements of this Chapter; must be vaccinated against rabies by a licensed veterinarian; must, if brought into the City from outside the State of Missouri, be accompanied by the official health certificate required by the Code of State Regulations at 1 CSR Section 30-2.01(8), which certificate shall be exhibited upon request of any City Animal Control

Officer or Police Officer; must be controllable by its keeper; and must not be used in a manner which, as determined by the Animal Control Officer, endangers individuals not on the premises guarded. Any person operating a guard dog service in the City shall register such business with the Animal Control Officer and shall list all premises to be guarded with the Animal Control Officer before such service begins.

● **Section 205.040 Impoundment of Abandoned Animals.**

A. All abandoned animals shall be impounded by the Animal Control Officer or ~~Public Safety Police~~ Department. Any animal impounded pursuant to this Section shall be, if the owner can be ascertained and the animal is not diseased or disabled beyond recovery for any useful purpose, held for recovery by the owner. The owner shall be notified within five (5) business days of impoundment by phone or by mail of the animal's location and recovery procedures. The animal shall be held for ten (10) business days. An animal unclaimed after ten (10) business days may be put up for adoption or humanely killed. However, no liability shall attach to the Animal Control Officer, the City, nor to any officer or employee of the City for failure to notify such owner.

1. The Animal Control Officer shall release an impounded animal to its owner upon production of satisfactory proof of ownership and payment of all fees prescribed in this Chapter if the owner seeks the release of the animal within the impoundment period.

2. Any impounded animal remaining unclaimed at the end of the impoundment period may, upon payment of all fees and charges due, be released to any person who shall provide satisfactory proof of an intention to provide the animal with humane and proper care; provided, no unsprayed female dog or unneutered male dog shall be released to such person without written certification by a licensed veterinarian that the veterinarian has been paid in full for the spaying or neutering of the dog and will perform the operation within the earlier of thirty (30) days or such dog's first (1st) fertile period.

3. Animals which have not been claimed or released to new owners may be destroyed in some humane manner by the Animal Control Officer.

B. An animal shall be impounded as required by Subsection **(A)** above except as follows: When an animal arrives at the animal shelter in so sick or injured a condition that in the judgement of the Animal Control Officer or a licensed veterinarian, human compassion requires that the suffering be promptly ended. In such instances said time period shall not apply, and the animal will be humanely destroyed to prevent needless suffering.

● **Section 210.220.B & .C Invasion of Privacy**

B. A person commits the offense of invasion of privacy if such person:

1. Knowingly views, photographs or films another person, without that person's knowledge and consent, while the person being viewed, photographed or filmed is in a state of full or partial nudity and is in a place where one would have a reasonable expectation of privacy; or

2. Knowingly uses a concealed camcorder or photographic camera of any type to secretly videotape, photograph or record by electronic means, another person under or through the clothing worn by that other person for the purpose of viewing the body of or the undergarments worn by that other person without that person's consent; or

3. Knowingly disseminates or permits the dissemination by any means, to another person, of a videotape, photograph or film obtained in violation of Subsections (B)(1) or (B)(2) of this Section.

C. The provisions of this Section shall not apply to:

1. Viewing, photographing or filming by Law Enforcement Officers during a lawful criminal investigation; or

2. Viewing, photographing or filming by Law Enforcement Officers or by personnel of a local jail or correctional facility for security purposes or during investigation of alleged misconduct by a person in the custody of the Police Department ~~of Public Safety~~ or the local jail or correctional facility.

● **Section 210.590 Fireworks.**

A. *Definitions.* As used in this Section, the following words shall have the meanings set out below:

CITY The City of Riverside, Missouri.

FIREWORKS Explosive devices designed primarily to produce visible or audible effects by combustion and includes aerial devices and ground devices, all of which are classified as fireworks, UN0336 within 49 CFR Part 172.

B. It shall be unlawful for any person to use or discharge any "bottle rockets", as defined in Section 605.320(A), within any part of the City.

C. It shall be unlawful for any person to use, ignite or discharge any fireworks within any of the following areas in the City:

1. Within one hundred twenty-five (125) feet of any building or structure.

2. Within six hundred (600) feet of any church, hospital, medical facility, asylum, public school, library or day care facility or within three hundred (300) feet of a permanent structure where fireworks are stored, sold or offered for sale.

3. Within or throw the same from a motor vehicle, or place or throw the same into or at a motor vehicle, or at or near any person or group of people.

4. Within three hundred (300) feet of any gasoline pump, gasoline filling station or any non-permanent structure where fireworks are stored, sold or offered for sale; or within three hundred (300) feet of any structure which is marked according to the National Fire Protection Association's Hazardous Material Identification System as "flammable" or "water reactive".

D. Nothing in Subsection (C) shall be construed to prevent persons with licenses issued pursuant to Section 605.320 from demonstrating or testing fireworks provided that any such demonstration or test shall require the notification and the written approval of the Police Department ~~of Public Safety~~.

E. Fireworks may only be used, ignited and/or discharged at the following times:

1. From 10:00 P.M. on December thirty-first (31st) until 1:00 A.M. on January first (1st); and
2. From 10:00 A.M. to 10:00 P.M. each day during the period of June twenty-sixth (26th) to July second (2nd) and on July fifth (5th); and
3. From 10:00 A.M. to 12:00 A.M. (Midnight) each day on July third (3rd) and July fourth (4th).

F. Any person who violates any provision of this Section shall, upon conviction thereof, be fined a sum of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment in the City Jail for a term not exceeding ninety (90) days, or by both such fine and such imprisonment. Each instance of unlawful use or discharge shall constitute a separate offense and shall be punishable as such hereunder.

● **Section 210.750 Disorderly Conduct Prohibited.**

A. A person shall be guilty of disorderly conduct if, he/she recklessly or knowingly causes danger, alarm, disorder or nuisance to another person, or by doing any of the following acts:

1. Commits an act in a violent or tumultuous manner toward another whereby another is placed in danger of life, limb or health;
2. Commits an act in a violent or tumultuous manner toward another whereby the property of another is placed in danger of being destroyed or damaged;
3. Causes, provokes or engages in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;
4. Interferes with another's pursuit of a lawful occupation by acts of violence;
5. Obstructs, either singly or together with other persons, the flow of vehicular or pedestrian traffic and refuses to clear such public way when ordered to do so by the City Police or other lawful authority;
6. Is in a public place under the influence of an intoxicating liquor or drug in such condition as to be unable to exercise care for his/her own safety or the safety of others;
7. Resists or obstructs the performance of duties by City Police or any other authorized official of the City when known to be such an official;
8. Incites, attempts to incite, or is involved in attempting to incite a riot;

9. Addresses abusive language or threats to any member of the ~~Police~~ ~~Public Safety~~ Department, any other authorized official of the City who is engaged in the lawful performance of his/her duties, or any other person when such words have a direct tendency to cause acts of violence. Words merely causing displeasure, annoyance or resentment are not prohibited;

10. Damages, befouls or disturbs public property or the property of another so as to create a hazardous, unhealthy or physically offensive condition;

11. Makes or causes to be made any loud, boisterous and unreasonable noise or disturbance which is likely to annoy any other persons nearby, or near to any public highway, road, street, lane, alley, park, square or common;

12. Fails to obey a lawful order to disperse by a Police Officer, when known to be such an official, where one (1) or more persons are committing acts of disorderly conduct in the immediate vicinity;

13. Uses abusive or obscene language or makes an obscene gesture which is likely to produce an immediate violent response from a reasonable recipient;

14. A person shall be guilty of disorderly conduct if a person knowingly allows disorderly conduct to occur upon any premises owned or possessed by him/her or under his/her control.

B. *Exemptions.* This Section shall not be construed to suppress the right to lawful assembly, picketing, public speaking or other lawful means of expressing public opinion not in contravention of other laws.

● **Section 210.1980 Curfew for Children Under Seventeen and Parental Responsibility.**

A. It is unlawful for any minor under the age of seventeen (17) years to loiter, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any place unsupervised by an adult having the lawful authority to be at such places, between the hours of 11:00 P.M. on any day and 6:00 A.M. of the following day; provided however, that on Fridays and Saturdays the effective hours are between 12:00 Midnight and 6:00 A.M. of the following day; and provided, that the provisions of this Section shall not apply in the following instances:

1. When a minor is accompanied by his/her parent, guardian or other adult person having the lawful care and custody of the minor;

2. When the minor is upon an emergency errand directed by his/her parent or guardian or other adult person having the lawful care and custody of such minor;

3. When the minor is returning directly home from a school activity, entertainment, recreational activity or dance;

4. When the minor is returning directly home from lawful employment and makes it necessary to be in the above-referenced places during the prescribed period of time;

5. When the minor is attending or traveling directly to or from an activity involving the exercise of First Amendment rights of free speech, freedom of assembly or free exercise of religion; and

6. In interstate travel through the City of Riverside, Missouri.

B. It shall be unlawful for the parent, guardian, or other adult person having care or custody of a minor under the age of seventeen (17) years to knowingly permit such minor to violate the provision of Subsection (A) of this Section. Every violation of this Section shall constitute a separate offense.

1. Upon conviction of violation of this Section for the first (1st) time, the parent, guardian or other person having the care and custody of the minor shall be subjected to a fine not to exceed ten dollars (\$10.00) plus court costs.

2. Upon further convictions, a person shall be subject to the penalties for violation set forth in Section 100.240 of this Code.

C. The ~~Department of Public Safety~~ Police Department shall track the violations as described in the above Subsections.

● **Section 228.040 Enforcement Authority.**

The ~~Chief of Police~~ Director of Public Safety or his or her designee shall be responsible for the registration of any organization or person desiring to provide private security services within the City.

● **Section 228.050 Individual License.**

A. Individual registrants shall be required to complete and submit a registration form provided by the Police Department ~~of Public Safety~~. The annual fee for an individual license as a Private Security Officer or an armed Private Security Officer shall be fifty dollars (\$50.00).

B. All registrants shall submit the necessary information for a background check, to include fingerprinting by the Police Department ~~of Public Safety~~, and any additional information requested by the Department.

C. If the registrant is requesting licensure as an armed Private Security Officers, proof of firearms training and qualification by a certified firearms instructor is also required.

● **Section 228.060 Company License.**

A. Any sole proprietorship, firm, company, partnership or corporation desiring to engage in the business of providing private security services in the City shall be required to complete a registration form provided by the Police Department ~~of Public Safety~~ and such registration shall be in addition to any individual registration required pursuant to this Chapter. The annual fee for a company license as a provider of private security services shall be eighty-four dollars (\$84.00).

B. A company registration shall set forth all information required consistent with the provisions of this Chapter which shall include, but not be limited to, the following: Company identification information, a

copy of organizational documents, the names(s) and addresses of the principal owners of the company, any criminal history for the owner(s).

● **Section 228.080 Discharge of Firearm.**

Armed Private Security Officers are required to notify the Police Department ~~of Public Safety~~ immediately upon the discharge of a firearm within the City limits.

● **Section 228.090 Liability Insurance.**

No individual or company shall be licensed pursuant to this Chapter unless the applicant files with the Chief of Police ~~Director of Public Safety~~ a certificate of liability insurance showing proof of general liability coverage of not less than two million dollars (\$2,000,000.00) in the aggregate.

● **Section 228.100 Security Officer Uniforms.**

Security Officer uniforms, if used, shall not bear any resemblance to any uniform worn by members of the Police Department ~~of Public Safety~~, nor shall any uniforms, badges or vehicles using the word "Police" be used.

● **Section 228.110 Complaints and Withdrawal or Suspension of License.**

The Chief of Police ~~Director of Public Safety~~ or his or her designee may investigate any complaint made against a Private Security Officer. The Director, or his or her designee, shall have the authority to suspend or withdraw any individual or company license when the investigation shows that the provisions of this Chapter have been violated.

● **Section 230.020 Definitions**

ALARM SIGNAL

A detectable signal, audibly, visually, or both, to which the Police Department ~~of Public Safety~~ is expected to respond on an emergency basis, generated by an alarm system indicating the occurrence of a fire or the commission or attempt to commit a burglary, robbery, or other crime.

ALARM SYSTEM

Any single device, or any assembly of equipment and/or devices designed to produce an alarm signal to which the Police Department ~~of Public Safety~~ is expected to respond in the course of their duties. In this Article, "Alarm System" or "Security Alarm System" shall include the terms "Audible Alarms", "Automatic Holdup Alarm System", "Burglar Alarm System" and "Holdup Alarm System" as those terms are defined herein. Audible alarms affixed to automobiles or other motor vehicles are not included within this definition.

FALSE ALARM

An alarm signal eliciting a response by the Police Department ~~of Public Safety~~ when a situation requiring an immediate response does not in fact exist, such as when no breach of security has been attempted or committed, including the giving, signaling or transmission to any public fire or Police station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, information to the effect that there is a fire at or near the place indicated by the person giving, signaling or transmitting such information.

An alarm will not be considered a false alarm if it is determined that the alarm was caused by:

1. Natural or manmade catastrophe, or an act of God. Such events include tornadoes, floods, earthquakes or other similarly violent conditions.
2. Vandalism causing physical damage to the premises.
3. Telephone line outage.
4. Attempted entry of a location causing visible, physical or other evidence of damage to the location.
5. Severe weather causing physical damage to the premises.
6. The test of a local alarm system by a licensed alarm business agent or employee who is present at the premises servicing, repairing or installing the alarm when such testing does not result in the alarm being activated for an uninterrupted period exceeding sixty (60) seconds, and when the Police Department ~~of Public Safety~~ has been notified of the test.

● **Section 230.045 Review of False Alarm Determinations.**

A. *Notification.* An alarm user shall be notified in writing of each false alarm determination.

B. *Review Of False Alarm Determinations.* The Police Department ~~of Public Safety~~ shall, when requested by an alarm user, review the determination that an alarm was false. Such review may be done by the Police Department ~~of Public Safety~~ only if the alarm user requests such a review within fifteen (15) days of the date of the mailing or other delivery of the notice of false alarm determination. A request for a determination shall include at least the following information:

1. Alarm user name;
2. Address at which alarm is installed;
3. Date of alarm being contested; and
4. Facts upon which the request for a determination is made.

● **Section 230.050 Offenses.**

A. It shall be unlawful:

1. To engage in an alarm business without first obtaining all necessary licenses, registrations and permits required by any City ordinance.
2. To sell, install, connect, maintain, or use any alarm system which is capable of reporting an alarm signal by means of a device or combination of devices which delivers a recorded message to the ~~Riverside Police~~ Department ~~of Public Safety~~ without notifying the ~~Director of Public Safety~~ Chief of Police in writing of the date of such installation within three (3) working days thereafter.
3. To report or cause any false alarms to be reported.
4. To make any false or misleading statement or any fraudulent misrepresentation in connection with any application, registration, license or permit required under this Article or in connection with the sale, installation, maintenance, inspection, or use of any security alarm system.
5. To use an audible alarm system which does not comply with the requirements of Section 230.030 of this Article.
6. For any alarm user to fail to respond to any alarm originating from the alarm user's premises by personally appearing on the premises within thirty (30) minutes after the user has been notified of the alarm by the Police Department ~~of Public Safety~~.
7. Each day during which an offense continues shall be considered a separate offense.

- Section 300.010 Definitions

POLICE OFFICER

Every officer of the ~~municipal Public Safety Police~~ Department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

- Section 305.005 Duty of ~~Public Safety~~ Police Department.

A. The Public Safety Police Department shall enforce the street traffic regulations of the City and all of the State vehicle laws applicable to street traffic in the City to make arrests for traffic violations, to investigate accidents and to cooperate ~~with the Director of Public Safety and other officers of the City~~ in the administration of the traffic laws and in developing ways and means to improve traffic conditions and to carry out those duties specially imposed upon the Department by this Code and the traffic ordinances of the City.

B. ~~Public Safety Police~~ Department To Investigate Accidents. It shall be the duty of the Public Safety Police Department to investigate traffic accidents, to arrest and to assist in the prosecution of those persons charged with violations of law causing or contributing to such accidents.

- Section 305.010 Records of Traffic Violations.

A. The Public Safety Police Department shall keep a record of all violations of the traffic ordinances of the City or of the State vehicle laws of which any person has been charged, together with a record of the

final disposition of all such alleged offenses. Such record shall be so maintained as to show all types of violations and the total of each. Said record shall accumulate during at least a five (5) year period and from that time on the record shall be maintained complete for at least the most recent five (5) year period.

B. All forms for records of violations and notices of violations shall be serially numbered. For each month and year a written record shall be kept available to the public showing the disposal of all such forms.

C. All such records and reports shall be public records.

● **Section 305.020 ~~Public Safety~~ Police Department to Investigate Accidents.**

It shall be the duty of the ~~Public Safety~~ Police Department to investigate traffic accidents, to arrest and to assist in the prosecution of those persons charged with violations of law causing or contributing to such accidents.

● **Section 305.030 Traffic Accident Reports.**

The ~~Public Safety~~ Police Department shall maintain a suitable system of filing traffic accident reports. Such reports shall be available for the use and information of the City Traffic Engineer.

● **Section 305.040 ~~Public Safety~~ Police Department to Submit Annual Traffic Safety Report.**

A. The ~~Police~~ ~~Public Safety~~ Department shall annually prepare a traffic report which shall be filed with the Mayor. Such report shall contain information on traffic matters in the City as follows:

1. The number of traffic accidents, the number of persons killed, the number of persons injured, and other pertinent traffic accident data.
2. The number of traffic accidents investigated and other pertinent data on the safety activities of the Police.
3. The plans and recommendations of the ~~Public Safety~~ Police Department for future traffic safety activities.

● **Section 305.060 Emergency and Experimental Regulations.**

A. The ~~Director of Public Safety~~ Chief of Police by and with the approval of the City Traffic Engineer is hereby empowered to make regulations necessary to make effective the provisions of the traffic ordinances of the City and to make and enforce temporary or experimental regulations to cover emergencies or special conditions. No such temporary or experimental regulation shall remain in effect for more than ninety (90) days.

B. The City Traffic Engineer may test traffic control devices under actual conditions of traffic.

● **Section 310.010 Authority of ~~Public Safety~~ Police Department Officials.**

A. It shall be the duty of the officers of the ~~Public Safety~~ Police Department or such officers as are assigned by the ~~Chief of Police~~ Director of Public Safety to enforce all traffic laws of the City and all of the State vehicle laws applicable to traffic in the City.

B. Officers of the ~~Public Safety~~ Police Department ~~or such officers as are assigned by the Director of Public Safety~~ are hereby authorized to direct all traffic by voice, hand, or signal in conformance with traffic laws; provided that, in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, Officers of the ~~Public Safety~~ Police Department may direct traffic as conditions may require notwithstanding the provisions of the traffic laws.

C. Officers of the ~~Public Safety~~ Fire Department, when at the scene of an incident, may direct or assist the Police in directing traffic thereat or in the immediate vicinity.

● **Section 310.020 Obedience to ~~Public Safety~~ Police Department Officials.**

No person shall knowingly fail or refuse to comply with any lawful order or direction of a ~~Public Safety~~ Police Department official.

● **Section 310.070 Sirens and Flashing Lights Emergency Use — Persons Authorized — Violation — Penalty.**

Motor vehicles and equipment, not otherwise defined in this Title as an authorized emergency vehicle, which are operated by any member of the ~~Public Safety~~ Police or Fire Department, an organized Fire Department, ambulance association or rescue squad, whether paid or volunteer, may be operated on streets and highways in this City as an emergency vehicle under the provisions of Section 310.060 of this Chapter, while responding to a fire call or ambulance call or at the scene of a fire call or ambulance call and while using or sounding a warning siren and using or displaying thereon fixed, flashing or rotating blue lights, but sirens and blue lights shall be used only in bona fide emergencies. Permits for the operation of such vehicles equipped with sirens or blue lights shall be in writing and shall be issued and may be revoked by the ~~Public Safety Director~~ Chief of Police, Chief of an organized Fire Department, organized ambulance association or rescue squad and no person shall use or display a siren or rotating blue lights on a motor vehicle, fire, ambulance or rescue equipment without a valid permit authorizing the use. Permit to use a siren or lights as heretofore set out does not relieve the operator of the vehicle so equipped with complying with all other traffic laws and regulations. Violation of this Section constitutes an ordinance violation.

● **Section 310.080 Immediate Notice of Accident Within City.**

The driver of a vehicle involved in an accident within the City resulting in injury to or death of any person or total property damage to an apparent extent of five hundred dollars (\$500.00) or more to one (1) person shall give or cause to be given notice of such accident to the ~~Public Safety~~ Police Department as soon as reasonably possible.

● **Section 310.090 Written Report of Accident.**

The driver of a vehicle which is in any manner involved in an accident resulting in bodily injury to or death of any person or total property damage to an apparent extent of five hundred dollars (\$500.00) or more to one (1) person shall, within five (5) days after such accident, forward a written report of such accident to the ~~Public Safety~~ Police Department. The provisions of this Section shall not be applicable when the accident has been investigated at the scene by a Police Officer while such driver was present thereat.

● **Section 340.020 Crossing Fire Hose.**

No vehicle shall be driven over any unprotected hose of the ~~Public Safety~~ Fire Department when laid down on any street or private driveway to be used at any fire or alarm of fire without the consent of the ~~Public Safety~~ Fire Department official in command.

● **Section 340.050 When Permits Required for Parades and Processions.**

No funeral, procession or parade containing two hundred (200) or more persons or fifty (50) or more vehicles except the forces of the United States Army or Navy, the military forces of this State, and the forces of the ~~Public Safety~~ Police or Fire Department shall occupy, march or proceed along any street except in accordance with a permit issued by the ~~Director of Public Safety~~ Chief of Police and such other regulations as are set forth herein which may apply.

● **Section 355.110 Prohibiting Unauthorized Parking on Posted Private Property.**

A. It shall be unlawful for the driver, operator or owner of any motor vehicle to enter into, stop, stand, or park any vehicle on any posted private property without the expressed or implied consent of the owner, lessee or person in charge of the private property.

B. "Posted" shall mean the displaying of a sign no smaller than six (6) inches in height and eighteen (18) inches in width exposed to public view and located at some prominent location on the private property bearing substantially the following information:

"PRIVATE PARKING — NO PARKING WITHOUT CONSENT OF OWNER OR LESSEE".

C. If at any time a vehicle is parked in violation of the provisions of this Section, the ~~Public Safety~~ Police Department upon complaint of the owner, lessee or person in charge of the private property where the vehicle is parked, may remove or cause the same to be removed and to be dealt with in accordance with Chapter 385 of this Code.

● **Section 370.130 Animal-Driven Vehicles — Lighting Requirements — Penalty.**

A. Any person who shall place or drive or cause to be placed or driven upon or along any State highway of this City any animal-driven vehicle whatsoever, whether in motion or at rest, shall after sunset to one-half (½) hour before sunrise have attached to every such vehicle at the rear thereof a red taillight or a red reflecting device of not less than three (3) inches in diameter of effective area or its equivalent in area. When such device shall consist of reflecting buttons, there shall be no less than seven (7) of such

buttons covering an area equal to a circle with a three (3) inch diameter. The total subtended effective angle of reflection of every such device shall be no less than sixty degrees (60°) and the spread and efficiency of the reflected light shall be sufficient for the reflected light to be visible to the driver of any motor vehicle approaching such animal-drawn vehicle from the rear of a distance of not less than five hundred (500) feet.

B. In addition, any person who operates any such animal-driven vehicle during the hours between sunset and one-half (½) hour before sunrise shall have at least one (1) light flashing at all times the vehicle is on any highway of this City. Such light or lights shall be amber in the front and red in the back and shall be placed on the left side of the vehicle at a height of no more than six (6) feet from the ground and shall be visible from the front and the back of the vehicle at a distance of at least five hundred (500) feet.

C. Any person operating an animal-driven vehicle during the hours between sunset and one-half (½) hour before sunrise may, in lieu of the requirements of Subsection (B) of this Section, use lamps or lanterns complying with the rules promulgated by the Chief of Police ~~Director of the Department of Public Safety~~.

D. Any person violating the provisions of this Section shall be guilty of an ordinance violation.

● **Section 370.180 Vision-Reducing Material Applied to Windshield or Windows Without Permit Prohibited — Penalty — Rules — Procedure.**

A. Any person may operate a motor vehicle with front sidewing vents or windows located immediately to the left and right of the driver that have a sun-screening device, in conjunction with safety glazing material, that has a light transmission of thirty-five percent (35%) or more plus or minus three percent (±3%) and a luminous reflectance of thirty-five percent (35%) or less plus or minus three percent (±3%). Except as provided in Subsection (C) of this Section, any sun-screening device applied to front sidewing vents or windows located immediately to the left and right of the driver in excess of the requirements of this Section shall be prohibited without a permit pursuant to a physician's prescription as described below. A permit to operate a motor vehicle with front sidewing vents or windows located immediately to the left and right of the driver that have a sun-screening device, in conjunction with safety glazing material, which permits less light transmission and luminous reflectance than allowed under the requirements of this Subsection may be issued by the Police Department ~~of Public Safety~~ to a person having a serious medical condition which requires the use of a sun-screening device if the permittee's physician prescribes its use. The ~~Director of the Department of Public Safety~~ Chief of Police shall promulgate rules and regulations for the issuance of the permit. The permit shall allow operation of the vehicle by any titleholder or relative within the second degree of consanguinity or affinity, which shall mean a spouse, each grandparent, parent, brother, sister, niece, nephew, aunt, uncle, child and grandchild of a person who resides in the household. Except as provided in Subsection (B) of this Section, all sun-screening devices applied to the windshield of a motor vehicle are prohibited.

B. This Section shall not prohibit labels, stickers, decalcomania or informational signs on motor vehicles or the application of tinted or solar-screening material to recreational vehicles as defined in Section

700.010, RSMo., provided that such material does not interfere with the driver's normal view of the road. This Section shall not prohibit factory-installed tinted glass, the equivalent replacement thereof or tinting material applied to the upper portion of the motor vehicle's windshield which is normally tinted by the manufacturer of motor vehicle safety glass.

C. Any vehicle licensed with a historical license plate shall be exempt from the requirements of this Section.

D. Any person who violates the provisions of this Section is guilty of an ordinance violation.

● **Section 385.030 Towing of Abandoned Property on Public Real Property.**

A. Any ~~Public Safety Official~~ Police Officer, or an official of the City where the City's real property is concerned, may authorize a towing company to remove to a place of safety:

1. Any abandoned property on the right-of-way of:

a. Any interstate highway or freeway in an urbanized area of the City left unattended for ten (10) hours, or immediately if a ~~Public Safety Official~~ Police Officer determines that the abandoned property is a serious hazard to other motorists;

b. Any interstate highway or freeway outside of an urbanized area of the City left unattended for twenty-four (24) hours, or after four (4) hours if a ~~Public Safety Official~~ Police Officer determines that the abandoned property is a serious hazard to other motorists;

c. Any State highway, other than an interstate highway or freeway outside of an urbanized area, left unattended for more than twenty-four (24) hours;

provided that commercial motor vehicles referred to in Subparagraphs (a — c) not hauling waste designated as hazardous under 49 U.S.C. 5103(a) may only be removed under this Section to a place of safety until the owner or owner's representative has had a reasonable opportunity to contact a towing company of choice; or

d. Any State highway, other than an interstate highway or freeway in an urbanized area, left unattended for more than ten (10) hours.

2. Any unattended abandoned property illegally left standing upon any highway or bridge if the abandoned property is left in a position or under such circumstances as to obstruct the normal movement of traffic where there is no reasonable indication that the person in control of the property is arranging for its immediate control or removal.

3. Any abandoned property which has been abandoned under Section 385.010 herein or Section 577.080, RSMo.

4. Any abandoned property which has been reported as stolen or taken without consent of the owner.

5. Any abandoned property for which the person operating such property is arrested for an alleged offense for which the officer takes the person into custody and where such person is unable to arrange for the property's timely removal.

6. Any abandoned property which due to any other State law or City ordinance is subject to towing because of the owner's outstanding traffic or parking violations.

7. Any abandoned property left unattended in violation of a State law or City ordinance where signs have been posted giving notice of the law or where the violation causes a safety hazard.

8. Any abandoned property illegally left standing on the waters of this State as defined in Section 306.010, RSMo., where the abandoned property is obstructing the normal movement of traffic, or where the abandoned property has been unattended for more than ten (10) hours or is floating loose on the water.

9. Any abandoned property for which the person operating such property or vehicle eludes arrest for an alleged offense for which the officer would have taken the offender into custody.

B. When the ~~Public Safety Police~~ Department authorizes a tow pursuant to this Section in which the abandoned property is moved from the immediate vicinity, it shall complete a crime inquiry and inspection report.

C. Any City agency other than the ~~Public Safety Police~~ Department authorizing a tow under this Section where property is towed away from the immediate vicinity shall report the tow to the ~~Public Safety Police~~ Department within two (2) hours of the tow, along with a crime inquiry and inspection report.

● **Section 385.040 General Provisions and Procedures.**

A. *Payment Of Charges.* The owner of abandoned property removed as provided in this Chapter shall be responsible for payment of all reasonable charges for towing and storage of such abandoned property as provided in Section 385.050.

B. *Crime Inquiry And Inspection Report.* Upon the towing of any abandoned property pursuant to Section 385.030 or under authority of a ~~Public Safety Official Police Officer~~ or local governmental agency pursuant to Section 217.040, the ~~Public Safety Police~~ Department, where it authorized such towing or was properly notified by another governmental agency of such towing, shall promptly make an inquiry with the National Crime Information Center (NCIC) and any statewide Missouri law enforcement computer system to determine if the abandoned property has been reported as stolen and shall enter the information pertaining to the towed property into the statewide law enforcement computer system. If the abandoned property is not claimed within ten (10) working days of the towing, the tower who has online access to the Department of Revenue's records shall make an inquiry to determine the abandoned property owner and lienholder, if any, of record. In the event that the records of the Department of Revenue fail to disclose the name of the owner or any lienholder of record, the tower shall comply with the requirements of Subsection (3) of Section 304.156, RSMo. If the tower does not have online access, the ~~Public Safety Police~~ Department shall submit a crime inquiry and inspection

report to the Missouri Director of Revenue. The ~~Public Safety Police~~ Department shall also provide one (1) copy of the report to the storage facility and one (1) copy to the towing company. A towing company that does not have online access to the department's records and that is in possession of abandoned property after ten (10) working days shall report such fact to the ~~Public Safety Police~~ Department. The crime inquiry and inspection report shall be designed by the Director of Revenue and shall include the following:

1. The year, model, make and property identification number of the property and the owner and any lienholders, if known;
2. A description of any damage to the property noted by the ~~Public Safety Official~~ Police Officer authorizing the tow;
3. The license plate or registration number and the State of issuance, if available;
4. The storage location of the towed property;
5. The name, telephone number and address of the towing company;
6. The date, place and reason for the towing of the abandoned property;
7. The date of the inquiry of the National Crime Information Center, any statewide Missouri law enforcement computer system, and any other similar system which has titling and registration information to determine if the abandoned property had been stolen. This information shall be entered only by the ~~Public Safety Police~~ Department;
8. The signature and printed name of the ~~Public Safety Official~~ Police Officer authorizing the tow;
9. The name of the towing company, the signature and printed name of the towing operator, and an indicator disclosing whether the tower has online access to the department's records; and
10. Any additional information the Missouri Director of Revenue deems appropriate.

C. *Reclaiming Property.* The owner of such abandoned property, or the holder of a valid security interest of record, may reclaim it from the towing company upon proof of ownership or valid security interest of record and payment of all reasonable charges for the towing and storage of the abandoned property.

D. *Lienholder Repossession.* If a lienholder repossesses any motor vehicle, trailer, all-terrain vehicle, outboard motor or vessel without the knowledge or cooperation of the owner, then the reposessor shall notify the ~~Public Safety Police~~ Department within two (2) hours of the repossession and shall further provide the ~~Public Safety Police~~ Department with any additional information the ~~Public Safety Police~~ Department deems appropriate. The ~~Public Safety Police~~ Department shall make an inquiry with the National Crime Information Center and the Missouri statewide law enforcement computer system and shall enter the repossessed vehicle into the statewide law enforcement computer system.

E. *Notice To Owner/Tow Lien Claim.* Any towing company which comes into possession of abandoned property pursuant to this Chapter and who claims a lien for recovering, towing or storing abandoned property shall give notice to the title owner and to all persons claiming a lien thereon, as disclosed by the records of the Missouri Department of Revenue or of a corresponding agency in any other State. The towing company shall notify the owner and any lienholder within ten (10) business days of the date of mailing indicated on the notice sent by the Missouri Department of Revenue pursuant to Section 304.156, RSMo., by certified mail, return receipt requested. The notice shall contain the following:

1. The name, address and telephone number of the storage facility;
2. The date, reason and place from which the abandoned property was removed;
3. A statement that the amount of the accrued towing, storage and administrative costs are the responsibility of the owner, and that storage and/or administrative costs will continue to accrue as a legal liability of the owner until the abandoned property is redeemed;
4. A statement that the storage firm claims a possessory lien for all such charges;
5. A statement that the owner or holder of a valid security interest of record may retake possession of the abandoned property at any time during business hours by proving ownership or rights to a secured interest and paying all towing and storage charges;
6. A statement that, should the owner consider that the towing or removal was improper or not legally justified, the owner has a right to request a hearing as provided in this Section to contest the propriety of such towing or removal;
7. A statement that if the abandoned property remains unclaimed for thirty (30) days from the date of mailing the notice, title to the abandoned property will be transferred to the person or firm in possession of the abandoned property, free of all prior liens; and
8. A statement that any charges in excess of the value of the abandoned property at the time of such transfer shall remain a liability of the owner.

F. *Physical Search Of Property.* In the event that the Missouri Department of Revenue notifies the towing company that the records of the Department of Revenue fail to disclose the name of the owner or any lienholder of record, the towing company shall attempt to locate documents or other evidence of ownership on or within the abandoned property itself. The towing company must certify that a physical search of the abandoned property disclosed no ownership documents were found and a good faith effort has been made. For purposes of this Section, "*good faith effort*" means that the following checks have been performed by the company to establish the prior State of registration and title:

1. Check of the abandoned property for any type of license plates, license plate record, temporary permit, inspection sticker, decal or other evidence which may indicate a State of possible registration and title;

2. Check the law enforcement report for a license plate number or registration number if the abandoned property was towed at the request of a law enforcement agency;
3. Check the tow ticket/report of the tow truck operator to see if a license plate was on the abandoned property at the beginning of the tow, if a private tow; and
4. If there is no address of the owner on the impound report, check the law enforcement report to see if an out-of-state address is indicated on the driver license information.

G. Petition In Circuit Court. The owner of the abandoned property removed pursuant to this Chapter or any person claiming a lien, other than the towing company, within ten (10) days after the receipt of notification from the towing company pursuant to Subsection (E) of this Section may file a petition in the Associate Circuit Court in the County where the abandoned property is stored to determine if the abandoned property was wrongfully taken or withheld from the owner. The petition shall name the towing company among the defendants. The petition may also name the agency ordering the tow or the owner, lessee or agent of the real property from which the abandoned property was removed. The Missouri Director of Revenue shall not be a party to such petition but a copy of the petition shall be served on the Director of Revenue, who shall not issue title to such abandoned property pursuant to this Section until the petition is finally decided.

H. Notice To Owner. Notice as to the removal of any abandoned property pursuant to this Chapter shall be made in writing within five (5) working days to the registered owner and any lienholder of the fact of the removal, the grounds for the removal, and the place to which the property has been removed by either:

1. The public agency authorizing the removal; or
2. The towing company, where authorization was made by an owner or lessee of real property.

If the abandoned property is stored in any storage facility, a copy of the notice shall be given to the operator of the facility. The notice provided for in this Section shall include the amount of mileage if available shown on the abandoned property at the time of removal.

I. Tow Truck Requirements. Any towing company which tows abandoned property for hire shall have the towing company's name, City and State clearly printed in letters at least three (3) inches in height on the sides of the truck, wrecker or other vehicle used in the towing.

J. Storage Facilities. Persons operating or in charge of any storage facility where the abandoned property is stored pursuant to this Chapter shall accept cash for payment of towing and storage by a registered owner or the owner's agent claiming the abandoned property.

K. Disposition Of Towed Property. Notwithstanding the provisions of Section 301.227, RSMo., any towing company who has complied with the notification provisions in Section 304.156, RSMo., including notice that any property remaining unredeemed after thirty (30) days may be sold as scrap property, may then dispose of such property as provided in this Subsection. Such sale shall only occur if at least thirty (30)

days have passed since the date of such notification, the abandoned property remains unredeemed with no satisfactory arrangements made with the towing company for continued storage, and the owner or holder of a security agreement has not requested a hearing as provided in Section 304.156, RSMo. The towing company may dispose of such abandoned property by selling the property on a bill of sale as prescribed by the Director of Revenue to a scrap metal operator or licensed salvage dealer for destruction purposes only. The towing company shall forward a copy of the bill of sale provided by the scrap metal operator or licensed salvage dealer to the Director of Revenue within two (2) weeks of the date of such sale. The towing company shall keep a record of each such vehicle sold for destruction for three (3) years that shall be available for inspection by law enforcement and authorized Department of Revenue officials. The record shall contain the year, make, identification number of the property, date of sale, and name of the purchasing scrap metal operator or licensed salvage dealer and copies of all notifications issued by the towing company as required in this Chapter. Scrap metal operators or licensed salvage dealers shall keep a record of the purchase of such property as provided in Section 301.227, RSMo. Scrap metal operators and licensed salvage dealers may obtain a junk certificate as provided in Section 301.227, RSMo., on vehicles purchased on a bill of sale pursuant to the Section.

● **Section 390.010 Trucks — Weight Regulations.**

A. No vehicle or combination of vehicles shall move or be operated on any street, highway or alley in the City having a greater weight than that prescribed in Section 304.180, RSMo.

B. No vehicle or combination of vehicles shall move or be operated on any street, highway or alley in the City which is of a width, height or length which is in violation of Section 304.170, RSMo.

C. The ~~Director of Public Safety~~ **Chief of Police**, who for the purpose of this Section shall be deemed the officer in charge of the maintenance of the streets of this City, may issue a special permit for any vehicle exceeding the width, length, height or weight herein specified, when in his/her opinion the public safety or public interest so justifies, and such permit shall be limited as to duration, not exceeding the expiration of the registration of such vehicle, and may designate the street or streets upon which said permit may be valid, and make such additional requirements as he/she deems to be necessary for the public welfare and safety and the fee for the issuance of each permit shall be ten dollars (\$10.00).

● **Section 390.020 Reduction of Maximum Weight — When.**

Whenever by reason of thawing of frost, or rains, or due to new construction, the streets are in a soft condition, the ~~Director of Public Safety~~ **Chief of Police** may reduce the maximum allowable weight on such streets and roads and shall post notices at convenient and public places along the road or roads. No person shall move or operate any vehicle weighing in excess of the limits prescribed upon streets so posted.

● **Section 510.120 Emergency Procedure.**

The ~~Director of Public Safety~~ Chief of Police is authorized to grant emergency permits under such terms as he/she may deem appropriate, in the event of a necessity for an emergency utility repair or other compelling reason.

● **Section 515.030 Duties of Building Official.**

A. The Building Official:

1. May inspect or cause to be inspected annually, or as deemed necessary, all public buildings, schools, halls, churches, theaters, hotels, tenements, commercial, manufacturing, or loft buildings for the purpose of determining whether any conditions exist as set forth in Section 515.010.
2. Shall inspect any building or structure about which complaints are filed by any person alleging that the building or structure contains any of the conditions described in Section 515.010.
3. Shall inspect any building or structure reported by the ~~Public Safety~~ Police or Fire Department of this City when that Department has reason to believe that the building or structure has any of the conditions set forth in Section 515.010.
4. Shall inspect any building or structure of the City at any time whenever there is reason to believe that the building or structure has a condition described in Section 515.010.
5. Shall determine in any case where inspection shows that a building or structure has any of the conditions referred to in Section 515.010, whether or not it reasonably appears there is immediate danger to the health, safety or welfare of any person because of such condition, and if it does so reasonably appear, to immediately notify the City Administrator or his/her representative thereof. Should the City Administrator or his/her representative concur in the finding of the Building Official that there is immediate danger as aforesaid, the Building Official shall immediately post upon the building or structure a notice reading as follows:

"This building has been found to be a public nuisance by the City Administrator of the City of Riverside. It also reasonably appears that this building or structure is an immediate danger to the health, safety or welfare of persons thereabouts or therein. This notice is to remain on this building or structure until it is brought into compliance with the ordinances of the City of Riverside. It is unlawful to remove this notice until such compliance has occurred."
6. Shall report to the City Administrator or his/her representative any non-compliance with the notice provided for in this Chapter 515.
7. Nothing contained in this Subsection shall be construed to deprive any person entitled thereto by this Chapter of the notice and hearings prescribed herein.

● **Section 600.100 Suspension or Revocation of License or Permit.**

A. Whenever it shall be shown that:

1. A licensee or permittee under this Chapter has not at all times maintained an orderly place;
2. Such licensee or any employee, agent, or servant of such licensee has violated any of the provisions of this Chapter;
3. The license or permit held by such person was obtained through materially false statements in the application for such license or permit, or renewal thereof;
4. The licensee or permittee failed to make a complete disclosure of all pertinent information in the application for such license or permit, renewal thereof;
5. The licensee, since the issuance of such license, has ceased to be the person actually engaged in the active control and management of the particular establishment for which the license was issued;
6. Any licensee whose application has been granted pursuant to Section 600.025 of this Code based on a determination of the Board of Aldermen that the licensee has or will derive more than fifty percent (50%) gross income from sources other than the sale of alcoholic beverages and the licensee after fifteen (15) days written notice fails to make sufficient information available to the Board of Aldermen by which he/she can determine that said licensee is still deriving more than fifty percent (50%) gross income from sources other than the sale of alcoholic beverages on the premises as defined in this Code may be suspended;
7. The licensed premises has been discontinued or abandoned for a period of five (5) days. In the event that the ~~Director of Public Safety~~ **Chief of Police** or his/her representatives shall report to the Board of Aldermen that there appears to be cause to believe that the licensed premise has been abandoned then in that event a hearing will be held pursuant to Section 600.170 and in the event the Board of Aldermen determine that the business has been discontinued or abandoned then the license shall be revoked;
8. Any violation of the ordinances of the City of Riverside, Missouri;
9. A licensee or permittee, or any employee, agent or servant thereof, has violated Section 600.110 of the Code; or
10. Anything has occurred which would render the licensee or permittee or licensed premises ineligible or unsuitable for a license or permit under the provisions of this Chapter.

The Board of Aldermen may suspend for a period not in excess of ninety (90) days or revoke the license or permit issued hereunder.

● **Section 605.210 Investigation.**

The ~~Police~~ Department ~~of Public Safety~~ may conduct an investigation as may reasonably be necessary to determine if there is compliance with this Article.

● **Section 605.270 Inspection.**

A ~~Public Safety Police~~ Officer, Code Enforcement Officer or any other official designated by any City ordinance to make inspections pursuant to a licensing or regulating ordinance or to enforce the same, shall have the right of entry to any premises showing evidence of a garage sale for the purpose of enforcement or inspection and may close the premises from such a sale or cite any individual who violates the provisions of this Article.

● **Section 605.280 Parking.**

All parking of vehicles shall be conducted in compliance with all applicable laws and ordinances. Further, the ~~Public Safety Police~~ Department may enforce such temporary controls to alleviate any special hazards and/or congestion created by any garage sale.

● **Section 605.320.Q Sale of Fireworks and Fireworks Occupational License.**

Q. Security Requirements. Any seasonal retailer that chooses to hire a security guard or guards shall ensure that guard(s) meet(s) one (1) of the following qualifications:

1. The security guard is an off-duty ~~public safety police~~ officer employed by the City or an off-duty deputy with the Platte County Sheriff's Department; or
2. The security guard is a private security guard properly and validly licensed pursuant to Chapter 228 of the Municipal Code of the City.

● **Section 610.030 Bingo Parlors.**

A. All persons, corporations or other legal entities operating a business establishment in which the game of Bingo is conducted and played on its premises shall comply in all respects with the following regulations enacted pursuant to the police power of the City of Riverside, Missouri:

1. The game of Bingo may only be played on said premises between the hours of 6:00 P.M. and 10:30 P.M. No activity other than maintenance, clean up and set up for operation shall be permitted during the hours that the premises are closed. No person other than a permit holder or an employee of a permit holder shall be present on the premises during the time the premises are closed.
2. The number of Bingo days conducted by the owner of said business establishment shall be limited to one (1) day per week; provided however, that the owner of the business establishment may lease the premises to other individuals licensed to conduct Bingo games for the conduct of Bingo games; except that, under no circumstances may Bingo games be conducted on any single premises or location more than four (4) times during any one (1) week. No other activities other than Bingo games and the concessions associated therewith shall take place in the permitted premises.
3. The person, corporation or other legal entity owning or operating the business establishment shall not allow any controlled substances or alcoholic beverages to be bought or sold on the premises or brought onto the premises by patrons, customers, or other individuals entering the premises.

4. The business establishment shall have a maximum occupancy of one (1) person per twenty (20) square feet of seating.

5. The person, corporation or other legal entity owning or operating the business establishment shall maintain appropriate access to insure that emergency vehicles can have full and complete access to any and all buildings located on said premises.

6. The person, corporation or other legal entity owning or operating the business establishment may not allow the establishment to generate excessive noise such that persons in residential areas of the City are disturbed.

7. There shall be no Bingo games played for cash prizes other than provided by State law.

8. Licensee shall provide both inside and outside security during hours of operation.

B. The ~~Director of Public Safety~~ Chief of Police shall be charged with the duty and authority to enforce the provisions of this Section and to report any violations thereof.

● **Section 610.040 Roller Skating Rinks.**

A. All persons, corporations or other legal entities owning or operating a business establishment which includes a roller skating rink shall comply in all respects with the following regulations enacted pursuant to the police power of the City of Riverside, Missouri.

1. The business establishment shall have a maximum occupancy as set forth in the fire code adopted by the City, as amended from time to time.

2. The person, corporation or other legal entity owning or operating the business establishment shall not allow any controlled substances or alcoholic beverages to be bought or sold on the premises or brought onto the premises by patrons, customers, or other individuals entering the premises; provided that nothing contained herein shall prohibit the sale of alcoholic beverages to persons over the age of twenty-one (21) during any special event for which the owner has been issued a liquor license, nor shall it prohibit the consumption of alcoholic beverages at private parties not open to the public and at which:

a. Alcohol is not sold;

b. The persons consuming such alcohol are over the age of twenty-one (21); and

c. The majority of persons attending such event are over the age of twenty-one (21).

3. The person, corporation or other legal entity owning or operating the business establishment shall act to maintain order and prevent loitering in the parking areas located on said premises and shall prevent individuals from remaining in said parking areas for an unreasonable time after the closing time each night.

4. The person, corporation or other legal entity owning or operating the business establishment shall maintain appropriate access to insure that emergency vehicles can have full and complete access to any and all buildings located on said premises.

5. The person, corporation or other legal entity owning or operating the business establishment shall operate the business in such manner as to prevent any common law nuisance to other residents of the City including, but not limited to, nuisance created by noise, criminal activity or indecent exposure on or about the premises.

B. The ~~Director of Public Safety~~ Chief of Police shall be charged with the duty and authority to enforce the provisions of this Section and to report any violations thereof.

● **Section 610.120 Enforcement.**

The ~~Director of Public Safety~~ Chief of Police shall be charged with the duty and authority to enforce the provisions of this Article and to report any violations thereof.

● **Section 610.140 Seizure and Destruction of Machines.**

If the ~~Director of Public Safety~~ Chief of Police shall have reason to believe any amusement device is used as a gambling device, such device may be seized by the Police and impounded, and if upon trial for allowing it to be used as a gambling device and said exhibitor is found guilty, such device shall be destroyed by the Police.

● **Section 615.040 Criteria/Requirements for License or Permit Issuance Including Renewals.**

A. In order to secure a massage therapist license, an applicant must file a complete, honest and truthful application and hold a current massage therapist license issued by the State of Missouri.

B. In order to secure and maintain a massage therapy establishment permit:

1. Premises shall comply with all applicable Zoning, Fire, Health and Building Codes.
2. Premises and equipment shall be clean, sanitary, well maintained and free from accumulations of dust or refuse.
3. Premises shall be well lighted, having a minimum of one (1) one hundred watt artificial white light per room and per two hundred fifty (250) square feet of usable floor space.
4. Massage therapy shall not be operated as a home occupation in a residentially zoned area.
5. Items for the personal use of patrons, such as linens, sheets and towels, shall be cleaned and freshly laundered, unless disposable, and no such item, if non-disposable shall be used twice without being laundered. Disposable items must be disposed of in a sanitary manner after each use.
6. No alcoholic beverages shall be allowed on or permitted to be brought onto the licensed premises.

7. No person who is visibly under the influence of alcoholic beverages or drugs shall be allowed on the licensed premises.
8. No person shall be permitted to conduct themselves in a disorderly manner on the licensed premises. The licensed holder shall obey any reasonable order of the ~~Public Safety~~ Police Department to terminate or prevent such disorderly conduct.
9. All employees, must be modestly attired. Flimsy, transparent, revealing, form fitting or tight clothing is prohibited.
10. The private parts of patrons must be covered by towels, cloths or undergarments when in the presence of an employee. Any contact with the patrons genital area or breast tissue is strictly prohibited.
11. The licensed premises shall be closed between the hours of 11:00 P.M and 7:00 A.M.
12. There shall be a waiting room for patrons which is separate from any area wherein massage therapy is performed.
13. The licensed premises shall permit inspections during its regular business hours by the ~~City of Riverside Public Safety~~ Police Department, Community Development Department, Fire, County and City Health Departments to determine compliance with this and other relevant City ordinances.
14. Persons under the age of eighteen (18) years old shall be prohibited on the premises except patrons permitted in the definition of "Patron" as defined in Section 615.010.
15. Massage therapy establishments granted a permit under the provisions of this Chapter shall not place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any services are available other than those services as described in this Chapter or suggest that employees are dressed in any manner other than described in this Chapter, nor shall any establishment indicate in the text of such advertising that any services are available other than those services described in this Chapter.
16. The permits and licenses of Massage Therapy establishments and massage therapists are not transferable and such authority as a permit or license confers shall be conferred only on the person or business named therein. Any applications made, fees paid and permits or licenses obtained under the provisions of this Chapter shall be in addition to and not in lieu of any other fees, permits or licenses required to be paid or obtained under any other ordinances of this City.
17. The permit of the massage therapy establishment and license of every massage therapist employed thereby, shall be displayed in an open and conspicuous place on the premises and shown to officers of the City of Riverside upon request.

C. It shall be unlawful for any permittee or licensee to fail to comply with any of the requirements or prohibition of Subsections (A) or (B) herein.

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AN ORDINANCE APPOINTING CHRIS SKINROOD AS CHIEF OF POLICE AND ESTABLISHING A SALARY

WHEREAS, City Code Section 110.070 provides for the appointment of employees and department heads of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.040 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Chris Skinrood as Chief of Police of the Riverside Police Department.

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

SECTION 1 – APPOINTMENT. Chris Skinrood is hereby appointed Chief of Police of the Riverside Police Department.

SECTION 2 – SALARY. The salary for this position shall be set at \$100,980.00 annually. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this ____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

AN ORDINANCE APPOINTING GORDON FOWLSTON AS FIRE CHIEF AND ESTABLISHING A SALARY

WHEREAS, City Code Section 110.070 provides for the appointment of employees and department heads of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.040 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Gordon Fowlston as Fire Chief of the Riverside Fire Department.

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

SECTION 1 – APPOINTMENT. Gordon Fowlston is hereby appointed Fire Chief of the Riverside Fire Department.

SECTION 2 – SALARY. The salary for this position shall be set at \$93,870.00 annually. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this ____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk