



Upstream from ordinary.

BOARD OF ALDERMEN MEETING

RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150

TENTATIVE AGENDA

APRIL 5, 2021

Closed Session – 5:45 p.m.

Regular Meeting - 7:00 p.m.

Call to Order

Roll Call

CLOSED SESSION

(5:45 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(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed.

610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment.

2. Motion to adjourn closed.

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 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 Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non- taken at that time. Each speaker is limited to 5 minutes.

Proclamation – 2021 Annual Start by Believing Day – Police Chief Chris Skinrood

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of minutes for March 16, 2021.

Approval of minutes for March 24, 2021.

Approval of minutes for March 29, 2021.

Approval of minutes for March 30, 2021.

R-2021-029: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2020-2021 WEEKS ENDING MARCH 19TH, MARCH 26TH, AND APRIL 2ND IN THE AMOUNT OF \$144,002.16. Point of Contact: Finance Director Nate Blum.

R-2021-030: A RESOLUTION AUTHORIZING THE PURCHASE OF A FORCIBLE ENTRY TRAINING SIMULATION DOOR FROM EAST COAST RESCUE SOLUTIONS in an amount not to exceed \$7,190.00. Point of Contact: Fire Chief Gordon Fowlston.

R-2021-031: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS IN AN AMOUNT NOT TO EXCEED \$14,092.00 OFF THE STATE OF MISSOURI COOPERATIVE PURCHASE CONTRACT. Point of Contact: Police Chief Chris Skinrood.

REGULAR AGENDA

1. **Public Hearing:** Public hearing to consider a Preliminary Plat for land generally described as a tract of land south and west of 3950 NW Van de Populier, in the City of Riverside, Missouri.
 - a) Motion to continue public hearing to April 20, 2021.
2. First Reading: Bill No. 2021-008: **AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REPEAL PARK BOARD MEMBER TERM LIMITS.** Point of Contact: Parks Manager Noel Challis Bennion.
3. **R-2021-032: A RESOLUTION AWARDDING THE BID FOR THE 2021 WAYFINDING SIGN PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND STAR SIGNS, LLC FOR SUCH PROJECT.** Point of Contact: Community Development Director Mike Duffy.
4. **R-2021-033: A RESOLUTION AWARDDING THE CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT TO KENTON BROTHERS LOCKSMITHS, INCORPORATED, AND APPROVING AN AGREEMENT SUCH PROJECT.** Point of Contact: City Administrator Brian Koral and IT Manager Jason Ketter.
5. **R-2021-034: A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES WITH WSKF, INC.** Point of Contact: City Administrator Brian Koral.
6. **Communication from City Administrator**
 - a) **Department Reports**
 - i. Community Development
 - ii. Engineering

- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report

7. Communication from Mayor

8. Communication from Board of Aldermen

9. Motion to Adjourn.



ATTEST:

Robin Kincaid, City Clerk

Nate Blum, Finance Director

Posted 04.02.2021 at 3:00 p.m.

PROCLAMATION

April 7, 2021

Annual Start by Believing Day

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

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

Whereas, current estimates suggest as few as 1 in 5 sexual assaults will be reported to law enforcement and less than 3 percent will result in the conviction and incarceration of the perpetrator; and

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

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

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

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Riverside, Missouri to be affixed this 5th day of April 2021.


Kathleen L. Rose, Mayor

ATTEST:


Robin Kincaid, City Clerk



MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, March 16, 2021

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, March 16, 2021.

Mayor Rose called the meeting to order at 6:37 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Sal LoPorto, Jill Hammond, Al Bowman, Nathan Cretsinger, and Aaron Thatcher by Zoom.

Aldermen Dawn Cockrell was absent.

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, and Community Development Director Mike Duffy. City Attorney Paul Campo, HR Manager Amy Strough and Police Chief Chris Skinrood were in attendance by Zoom.

**MOTION TO ENTER INTO
CLOSED @ 6:37 P.M.** Alderman Bowman moved to enter 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, second by Alderman LoPorto.
Yes: Bowman, LoPorto, Thatcher, Hammond, and Cretsinger.
Motion carried 5-0.

**MOTION TO ADJOURN
CLOSED @ 6:56 P.M.** Alderman Bowman moved at 6:56 p.m. to adjourn closed session with no action taken, second by Alderman Hammond.
Yes: Bowman, Hammond, Cretsinger, Thatcher, and LoPorto.
Motion carried 5-0.

REGULAR SESSION Mayor Rose called the Regular Session Meeting to order at 7:04 p.m.

Those in attendance were, Mayor Kathy Rose, Aldermen Nathan Cretsinger, Sal LoPorto, Jill Hammond, and Al Bowman.

Aldermen Aaron Thatcher and Dawn Cockrell were absent.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, and City Clerk Robin Kincaid, City Engineer Travis Hoover, Police Chief Chris Skinrood, Finance Director Nate Blum, HR Manager Amy Strough, and Fire Chief Gordon Fowlston.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT None.

CONSENT AGENDA	Alderman Hammond moved to approve the consent agenda as presented, second by Alderman Cretsinger. Yes: Hammond, Cretsinger, Bowman, and LoPorto. Motion carried 4-0.
MINUTES OF 03-02-21	Alderman Hammond moved to approve the minutes of the March 2, 2021 regular meeting, second by Alderman Cretsinger. Yes: Hammond, Cretsinger, Bowman, and LoPorto. Motion carried 4-0.
MINUTES OF 03-09-21	Alderman Hammond moved to approve the minutes of the March 9, 2021 regular meeting, second by Alderman Cretsinger. Yes: Hammond, Cretsinger, Bowman, and LoPorto. Motion carried 4-0.
COURT REPORT	Alderman Hammond moved to approve the Court Report for February 2021, second by Alderman Cretsinger. Yes: Hammond, Cretsinger, Bowman, and LoPorto. Motion carried 4-0.
RESOLUTION 2021-026 Perm Drainage Easement	Alderman Hammond moved to approve Resolution 2021-026 accepting a permanent drainage easement for the City of Riverside, second by Alderman Cretsinger. Yes: Hammond, Cretsinger, Bowman, and LoPorto. Motion carried 4-0.
REGULAR AGENDA	
PUBLIC HEARING Preliminary Plat	Mayor Rose opened the public hearing at 7:05 p.m. to consider a Preliminary Plat for land generally described as a tract of land south and west of 3950 NW Van de Populier, in the City of Riverside, Missouri. Mayor Rose requested a motion from the Board to continue the Public Hearing to April 5, 2021. Alderman Bowman moved to continue the public hearing to April 5, 2021, second by Alderman LoPorto. Yes: Bowman, LoPorto, Hammond, and Cretsinger. Motion carried 4-0.
RESOLUTION 2021-025 Bill Pay	Alderman Cretsinger moved to approve Resolution 2021-025 authorizing the expenditure of funds for fiscal year 2020-2021 weeks ending March 5 th and March 12 th in the amount of \$191,425.61, second by Alderman LoPorto. Yes: Cretsinger, LoPorto and Mayor Rose. No: None. Abstain: Bowman and Hammond. Motion carried 3-0-2.

RESOLUTION 2021-027
RSM Engagement Letter

Finance Director Nate Blum explained to the Board that this is for auditing services for the fiscal year 2021 and cost is in line with previous year expense from this firm. Alderman LoPorto moved to approve Resolution 2021-027 approving an engagement letter with RSM US LLP for external auditing services, second by Alderman Cretsinger. Yes: LoPorto, Cretsinger, Hammond, and Bowman. Motion carried 4-0.

CITY ADMINISTRATOR

City Administrator Brian Koral reviewed COVID-19 update for Platte County and our own staff. Vaccination plan was reviewed. There will be a Red Cross Blood Drive on Thursday, March 18th in the Jeff Taylor Training Room. We are happy to have the Easter Egg Hunt this year at Renner Brenner Park, all will be required to wear masks, but it will be in person and excited for that event. A reminder as well, that the first meeting in April falls on election day, so the meeting will be on Monday, April 5th in accordance with our codes. Finally, we have an "Upstream from Ordinary" story that came to me through email from the Mayor regarding a phone call she had received. It was a man from the Misty Woods area, just outside of the City of Riverside, commenting on the professionalism and help he received from our City Engineer Travis Hoover.

Mayor Rose asked what the next steps were for our residents needing to receive the Covid Vaccine and for the information to be pushed to our social media outlets. Fire Chief Gordon Fowlston added that there was going to be a mass vaccination at the NorthPoint facility in Horizons on March 26th and their goal is to give 2,500 vaccinations that day.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING Nothing to report.

FINANCE Finance Director Nate Blum reported on February 2021 Financial status through PowerPoint slides, noting that there will be a need to amend the budget line for Legal Expenses that are currently at about 125% of budget. The Board asked to be kept updated on this line item.

FIRE Fire Chief Gordon Fowlston reviewed the monthly report in the packet. He discussed the fire that occurred to a house on Merrimac and thanked the Police and Dispatchers for their assistance on both calls to this location.

POLICE Police Chief Chris Skinrood reported that activity around Argosy has picked up but the other calls are down, which we are happy to report, yet surprised, especially this time of year. I did want to note that the Police are always happy to assist the Fire Department when needed. In regards to the traffic concerns at Horizons for the mass vaccination site, the National Guard along with

appropriate signage, has that under control and we are comfortable with their plan.

PUBLIC WORKS

Nothing to report.

LEVEE BOARD

City Engineer Hoover stated that the monthly meeting is tomorrow.

MAYOR'S DISCUSSION

Mayor Rose read a thank you note received by RIC for their award from PCEDC for their Platte County Community Development Award Recipient for 2021. They have been in Riverside Horizons for nine years and are so happy to be a part of Riverside. The Northland Chamber is going to begin hosting events again. Our Riverside Chamber is looking to begin moving forward with events as well. I received wonderful comments about the knowledge that Noel Challis Bennion brings to the table for the Northland Regional Chamber Parks Division. Flyers are ready for the Public Safety Sales Tax information and need to be handed out before the election.

BOARD OF ALDERMEN

Alderman Bowman – Nothing to report.

Alderman Cretsinger – Nothing to report.

Alderman LoPorto – Nothing to report.

Alderman Hammond – Nothing to report.

MOTION TO ADJOURN

Alderman Hammond moved to adjourn the meeting at 7:41 p.m., second by Alderman Bowman.

Yes: Hammond, Bowman, Cretsinger, and LoPorto.

Motion carried 4-0.

Robin Kincaid, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Wednesday, March 24, 2021

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 Wednesday, March 24, 2021.

Mayor Rose called the regular meeting to order at 5:30 p.m. Those in attendance by Zoom were Mayor Kathy Rose, Aldermen Nathan Cretsinger, Sal LoPorto, Jill Hammond, and Aaron Thatcher. Alderman Al Bowman attended in person.

Alderman Dawn Cockrell was absent.

Also present was City Clerk Robin Kincaid and City Attorney Paul Campo attended by Zoom.

**MOTION TO ENTER INTO
CLOSED @ 5:33 P.M.**

Alderman Bowman moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, second by Alderman LoPorto.
Yes: Bowman, LoPorto, Hammond, Thatcher, and Cretsinger.
Motion carried 5-0.

**MOTION TO ADJOURN
CLOSED @ 6:12 P.M.**

Alderman Bowman moved to adjourn closed session at 6:12 p.m. with no action taken, second by Alderman Thatcher.
Yes: Bowman, Thatcher, LoPorto, Hammond, and Cretsinger.
Motion carried 5-0.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 6:12 p.m., second by Alderman Hammond.
Yes: Bowman, Hammond, Cretsinger, LoPorto, and Thatcher.
Motion carried 5-0.

Robin Kincaid, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Monday, March 29, 2021

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 Monday, March 29, 2021.

Mayor Rose called the regular meeting to order at 7:30 a.m. Those in attendance by Zoom were Mayor Kathy Rose, Aldermen Nathan Cretsinger, Sal LoPorto, Jill Hammond, and Aaron Thatcher. Alderman Al Bowman attended in person.

Alderman Dawn Cockrell was absent.

Also present was City Clerk Robin Kincaid. City Attorney Paul Campo attended by Zoom.

**MOTION TO ENTER INTO
CLOSED @ 7:31 A.M.**

Alderman Bowman moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, second by Alderman Hammond.
Yes: Bowman, Hammond, Thatcher, Cretsinger, and LoPorto.
Motion carried 5-0.

Alderman Thatcher left the meeting at 8:00 a.m.

**MOTION TO ADJOURN
CLOSED @ 8:13 A.M.**

Alderman Bowman moved to adjourn closed session at 8:13 a.m. with action taken, second by Alderman Cretsinger.
Yes: Bowman, Cretsinger, LoPorto, and Hammond.
Motion carried 4-0.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 8:13 a.m., second by Alderman Hammond.
Yes: Bowman, Hammond, Cretsinger, and LoPorto.
Motion carried 4-0.

Robin Kincaid, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, March 30, 2021
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, March 30, 2021.

Mayor Kathy Rose called the meeting to order at 6:00 p.m. Those in attendance were Mayor Kathy Rose and Alderman Al Bowman in person. Aldermen Jill Hammond, Sal LoPorto, Aaron Thatcher, Dawn Cockrell (6:05 p.m.), and Nathan Cretsinger (6:07 p.m.) were present by Zoom.

Also present were City Administrator Brian Koral, and City Clerk Robin Kincaid in person. Police Chief Chris Skinrood, IT Manager Jason Ketter and City Attorney Paul Campo attended by Zoom.

BILL NO. 2021-007

Appoint Special Counsel

City Clerk Robin Kincaid gave first reading of Bill No. 2021-007. Alderman Thatcher moved to accept first reading and place Bill No. 2021-007 on second and final reading, second by Alderman Hammond.

Yes: Thatcher, Hammond, LoPorto, and Bowman.

Motion carried 4-0.

Alderman Thatcher moved to approve Bill 2021-007 and enact said bill as ordinance, second by Alderman Bowman.

Yes: Thatcher, Bowman, Hammond, and LoPorto.

Motion carried 4-0.

RESOLUTION 2021-028

Cardinal Point Partners, LLC

City Administrator Koral explained that Cardinal Point Partners have been used in previous years by the City for issues in Washington D.C. There are new funds being earmarked community funding efforts on the federal level and they will represent us and work toward our priorities for transportation. This is a six-month agreement with extensions available if needed. Alderman Thatcher moved to approve Resolution 2021-028 approving a services agreement with Cardinal Point Partners, LLC, second by Alderman Bowman.

Yes: Thatcher, Bowman, Hammond, and LoPorto.

Motion carried 4-0.

ACCESS CONTROL UPDATE

City Administrator Koral reviewed the need for facility upgrade for access control and security camera project. We have gone out for bid and the bid tab was shared through PowerPoint along with options for alternatives besides the original bid. Discussion was held by the Board and staff. He explained one reason the bids came in higher than budgeted for the project was that Public

Works and Old Public Safety Garage were additions that were not considered originally. Following lengthy discussion, the Board gave general consensus for staff to bring a resolution for the access control base bid only and to look at the alternatives at a later date.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 6:45 p.m., second by Alderman Thatcher.

Yes: Bowman, Thatcher, Cretsinger, Cockrell, Hammond, and LoPorto.

Motions carried 6-0.

Robin Kincaid, City Clerk

RESOLUTION NO. R - 2021-029

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2020-2021 WEEKS ENDING MARCH 19TH, MARCH 26TH, AND APRIL 2ND IN THE AMOUNT OF \$144,002.16.

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 \$144,002.16 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 5th day of April 2021.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



RIVERSIDE\COMPADMIN

Expense Approval Report

By Fund

Post Dates 3/18/2021 - 3/25/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
MISSOURI AMERICAN WATER	1017210010166209 03/21	03/18/2021	2990 NW VIVION RD FIRE	10-337-103-25400	56.62
MISSOURI AMERICAN WATER	1017210015746112 03/21	03/18/2021	4498 HIGH DR FIRE	10-337-103-25400	56.62
MISSOURI AMERICAN WATER	1017210015746204 03/21	03/18/2021	2950 NW VIVION RD FIRE	10-337-103-25400	113.24
METLIFE - GROUP BENEFITS	5959430 04/2021	03/25/2021	LONG TERM DISABILITY	10-20014	1,116.20
METLIFE - GROUP BENEFITS	5959430 04/2021	03/25/2021	SHORT TERM DISABILITY	10-20014	396.22
KCMO WATER SERVICES	61467003549087 03/21	03/18/2021	4200 RIVERSIDE ST	10-337-101-25400	107.60
KCMO WATER SERVICES	61467103549090 03/21	03/18/2021	4498 HIGH DR	10-337-104-25400	51.69
KCMO WATER SERVICES	61468303549219 03/21	03/18/2021	2990 NW VIVION RD	10-337-103-25400	220.46
SPIRE	0627451111 03/21	03/25/2021	2990 NW VIVION RD	10-337-103-25200	231.35
SPIRE	3730422222 03/21	03/25/2021	4200 NW RIVERSIDE DR	10-337-101-25200	161.95
SPIRE	4413651111 03/21	03/25/2021	4498 NW HIGH DR	10-337-104-25200	441.17
GARVEY, BRIAN	03/22/2021	03/25/2021	REIMB RENTAL FEE FOR 3/14/	10-14000	50.00
GARVEY, BRIAN	03/22/2021	03/25/2021	REIMB SECURITY DEPOSIT FO	10-20010	75.00
MONGAR, MELINDA	03/22/2021	03/25/2021	REIMB SECURITY DEPOSIT	10-20010	100.00
OLAZAR, LUCAS	03/22/2021	03/25/2021	REIMB SECURITY DEPOSIT	10-20010	30.00
GARVEY, BRIAN	03/22/2021	03/25/2021	REIMB SECURITY DEPOSIT FO	10-20010	75.00
EVERGY	0512-89-5780 03/21	03/25/2021	2626 NW PLATTE RD	10-336-112-25000	20.71
EVERGY	0913-11-1638 03/21	03/25/2021	4100 NW RIVERSIDE DR	10-337-106-25000	229.96
EVERGY	0973-39-3999 03/21	03/25/2021	1001A ARGOSY PKWY/ PICKLE	10-336-107-25000	201.28
EVERGY	1232-04-9424 03/21	03/25/2021	2901 NW VIVION RD DP01	10-336-108-25000	85.04
EVERGY	1921-09-8495 03/21	03/25/2021	4702 NW HIGH DR	10-331-000-26800	24.57
EVERGY	2093-49-0946 03/21	03/25/2021	3880 ARGOSY CASINO PARKW	10-336-113-25000	18.50
EVERGY	2130-19-8248 03/21	03/25/2021	4026 ARGOSY CASINO PARKW	10-336-113-25000	18.70
EVERGY	2953-72-9970 03/21	03/25/2021	4102 NW RIVERSIDE DR	10-337-106-25000	18.19
EVERGY	3086-70-0722 03/21	03/25/2021	2950 NW VIVION RD	10-337-102-25000	3,914.62
EVERGY	3147-73-7222 03/21	03/25/2021	2509 W PLATTE TS	10-331-000-26800	34.39
EVERGY	3578-68-5006 03/21	03/25/2021	4100 NW RIVERSIDE DR	10-337-106-25000	18.18
EVERGY	3823-35-2154 03/21	03/25/2021	2025 VALLEY	10-336-112-25000	30.37
EVERGY	3948-82-2408 03/21	03/25/2021	4509 GATEWAY TS	10-331-000-26800	33.15
EVERGY	4884-79-8490 03/21	03/25/2021	4200 NW RIVERSIDE DR A	10-337-101-25000	18.18
EVERGY	7556-98-7111 03/21	03/25/2021	1001 NW ARGOSY PKWY	10-336-107-25000	1,002.79
EVERGY	7922-40-5202 03/21	03/25/2021	2990 NW VIVION RD	10-337-103-25000	2,028.82
EVERGY	8138-89-2268 03/21	03/25/2021	4103 NW TREMONT RD	10-337-117-25000	506.32
EVERGY	8507-74-3245 03/21	03/25/2021	4200 NW RIVERSIDE DR	10-337-101-25000	575.45
EVERGY	8555-87-0016 03/21	03/25/2021	4498 NW HIGH DR	10-337-104-25000	893.60
EVERGY	8712-27-4759 03/21	03/25/2021	4101 VAN DE POPLIER SIREN	10-337-103-25000	30.23
EVERGY	8768-51-3516 03/21	03/25/2021	2805 NW VIVION RD	10-336-111-25000	120.07
EVERGY	9499-79-6859 03/21	03/25/2021	4500 NW HIGH DR	10-337-105-25000	193.26
EVERGY	9775-39-9838 03/21	03/25/2021	4700 HIGH DR	10-337-103-25000	30.40
EVERGY	2359-60-9788 03/21	03/25/2021	3902 NW VAN DE POPULIER	10-336-121-25000	21.33
EVERGY	4649-50-9862 03/21	03/25/2021	4100 NW RIVERSIDE DR	10-337-106-25000	101.51
EVERGY	5319-48-0868 03/21	03/25/2021	4100 NW RIVERSIDE DR	10-337-106-25000	137.63
Fund 10 - GENERAL FUND Total:					13,590.37
Grand Total:					13,590.37



RIVERSIDE\COMPADMIN

Expense Approval Report

By Fund

Post Dates 3/26/2021 - 3/26/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
IAFF LOCAL 42 - UNION DUES	03/26/2021 PAYROLL	03/26/2021	UNION DUES PT/ 03/26/2021	10-20510	135.61
IAFF LOCAL 42 - UNION DUES	03/26/2021 PAYROLL	03/26/2021	UNION DUES FT/ 03/26/2021	10-20510	508.75
FOP LODGE 50 - UNION DUES	03/26/2021 PAYROLL	03/26/2021	POLICE UNION DUES / 03/26/	10-20510	348.84
Fund 10 - GENERAL FUND Total:					993.20
Grand Total:					993.20



Expense Approval Report

By Fund

Post Dates 4/6/2021 - 4/6/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
P1 GROUP, INC	000094380	04/06/2021	PUBLIC SAFETY/ REPLACE VAR	10-337-103-41500	1,986.04
P1 GROUP, INC	000094381	04/06/2021	CH/ VESTIBULE HEAT IS MAKI	10-337-102-41500	965.86
QUALITY PLUMBING INC	4119253	04/06/2021	INSTALL KEY STYLE SHUT OFF	10-337-102-41500	560.00
MR MAT LLC	573654	04/06/2021	ENTRY MATS / PUBLIC WORKS	10-337-101-41500	35.94
MR MAT LLC	573655	04/06/2021	ENTRY MATS / POLICE STATIO	10-337-103-41500	35.94
MR MAT LLC	573656	04/06/2021	ENTRY MATS/ CITY HALL	10-337-102-41500	42.14
APPARATUS SERVICES, LLC	0321074	04/06/2021	P-2/ P/S SCENE LIGHT NOT W	10-226-000-41000	75.00
APPARATUS SERVICES, LLC	0321075	04/06/2021	C800/ REPLACE STEP BARS	10-226-000-41000	120.00
APPARATUS SERVICES, LLC	0321076	04/06/2021	R-1/ REPLACE BAD GROUND L	10-226-000-41000	181.25
APPARATUS SERVICES, LLC	0321077	04/06/2021	Q-1/AERIAL CONTROL VALVE	10-226-000-41000	1,548.85
P1 GROUP, INC	000095586	04/06/2021	PUBLIC SAFETY/ RTU #2 IS NO	10-337-103-41500	2,500.23
P1 GROUP, INC	000095587	04/06/2021	COMMUNITY CENTER/ REPAI	10-337-104-41500	305.00
P1 GROUP, INC	000095588	04/06/2021	CITY HALL/ FAN COIL BOXES N	10-337-102-41500	301.00
MR MAT LLC	573811	04/06/2021	ENTRY MATS/ CITY HALL	10-337-102-41500	42.14
MR MAT LLC	573812	04/06/2021	ENTRY MATS / PUBLIC WORKS	10-337-101-41500	35.94
MR MAT LLC	573813	04/06/2021	TOWELS, DUST MOP, WET M	10-337-104-41500	44.65
MR MAT LLC	573814	04/06/2021	ENTRY MATS / POLICE STATIO	10-337-103-41500	35.94
MISSOURI STATE HIGHWAY PA	812HP021X82102	04/06/2021	PD CRIMINAL RECORDS SEAR	10-112-000-30800	133.00
COFFELT LAND TITLE INC	21046381	04/06/2021	TITLE SEARCH FEE/ 6501 NW	10-332-000-20700	400.00
DAMON PURSELL CONSTRUCT	256535	04/06/2021	YARD WASTE DISPOSAL	10-331-000-26100	264.00
APPARATUS SERVICES, LLC	0321088	04/06/2021	R-1/ REPLACE GROUD LIGHTS	10-226-000-41000	145.30
APPARATUS SERVICES, LLC	0321089	04/06/2021	P-2/ OUTLET REPAIR	10-226-000-41000	101.80
MCCLAIN RADAR SERVICE, LL	4431	04/06/2021	RADAR CERTIFICATION/ LIDAR	10-221-000-40000	340.00
SAM'S CLUB DIRECT	999999 04/2021	04/06/2021	MEMBERSHIP RENEWAL (9 CA	10-112-000-34500	420.00
AYLETT SURVEY & ENGINEERI	11964	04/06/2021	GATEWAY ENTRANCE SIGN	10-332-000-20700	1,900.00
ALL COPY PRODUCTS, INC	AR3134219	04/06/2021	COPIER OVERAGE/ COURT 12/	10-216-000-40000	435.37
WATCHGUARD VIDEO, INC	CMINV0001293	04/06/2021	EVIDENCELIBRARY.COM MON	10-221-000-44512	66.18
MUNICIPAL EMERGENCY SER	IN1559340	04/06/2021	DEX-PRO 3D LEATHER GLOVES	10-226-000-56000	1,350.00
MR MAT LLC	573979	04/06/2021	ENTRY MATS / PUBLIC WORKS	10-337-101-41500	35.94
MR MAT LLC	573980	04/06/2021	ENTRY MATS / POLICE STATIO	10-337-103-41500	35.94
MR MAT LLC	573981	04/06/2021	ENTRY MATS/ CITY HALL	10-337-102-41500	42.14
MUNICIPAL CODE CORPORATI	00355646	04/06/2021	WEBSITE HOSTING MAINTEN	10-112-000-40900	700.00
RNC SERVICES, INC	24454	04/06/2021	NEWSLETTER ADDRESSING, S	10-112-000-32001	46.23
RNC SERVICES, INC	24454	04/06/2021	NEWSLETTER POSTAGE	10-112-000-51500	739.68
REJIS COMMISSION	457436	04/06/2021	LEWEB SUBSCRIPTION SERVIC	10-223-000-43401	884.81
EARL BAKER	03/23/2021	04/06/2021	BAND/SENIOR DANCE ON 04/	10-341-100-44522	250.00
BOARD OF POLICE COMMISSI	10689	04/06/2021	REGIONAL POLICE ACADEMY	10-221-000-36800	5,239.18
ABBY G PENNELL, ATTORNEY	91	04/06/2021	INDIGENT LEGAL SERVICES/ F	10-216-000-21301	600.00
ABBY G PENNELL, ATTORNEY	92	04/06/2021	INDIGENT LEGAL SERVICES/ M	10-216-000-21301	300.00
LANDMARK NEWSPAPER, THE	26915	04/06/2021	ADVERTISEMENT FOR BIDS/ D	10-112-000-32700	39.96
ASSURITY LIFE INSURANCE CO	4003370486	04/06/2021	EMPLOYEE PREMIUMS/ APRIL	10-20013	1,367.26
MR MAT LLC	574129	04/06/2021	ENTRY MATS / PUBLIC WORKS	10-337-101-41500	35.94
MR MAT LLC	574130	04/06/2021	ENTRY MATS/ CITY HALL	10-337-102-41500	42.14
MR MAT LLC	574131	04/06/2021	ENTRY MATS / POLICE STATIO	10-337-103-41500	35.94
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - ADMI	10-112-000-19200	34.00
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - MUN	10-216-000-19200	16.00
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - POLI	10-221-000-19200	426.00
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - COM	10-223-000-19200	200.00
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - PS A	10-224-000-19200	20.00
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - FIRE	10-226-000-19200	153.04
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - PUBL	10-331-000-19200	96.00
NEW YORK LIFE	989039807 03/24/21	04/06/2021	EMPLOYEE PREMIUMS - COM	10-819-000-19200	50.00
ALL COPY PRODUCTS, INC	AR3140265	04/06/2021	COPIER OVERAGE - CH WORK	10-112-000-32300	179.18

Expense Approval Report

Post Dates: 4/6/2021 - 4/6/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THOMAS, LAURA	03/26/2021	04/06/2021	PERFORMANCE EDGE CROSSF	10-115-000-21301	44.25
ENET, LLC	6336	04/06/2021	SERVICE/SUPPORT- ADMIN (N	10-112-000-40500	9,739.48
ENET, LLC	6337	04/06/2021	SERVICE/SUPPORT- POLICE (N	10-224-000-40500	3,782.50
ENET, LLC	6337	04/06/2021	SERVICE/SUPPORT- POLICE (N	10-224-000-50500	59.99
ENET, LLC	6339	04/06/2021	SERVICE/SUPPORT- FIRE (NOV	10-224-000-40500	765.00
ENET, LLC	6341	04/06/2021	SERVICE/SUPPORT- COURT (N	10-216-000-40500	85.00
COMPLETE OFFICE SOLUTION	29043849	04/06/2021	FRANCOTYP POSTALIA POSTB	10-112-000-51500	125.00
ENET, LLC	6347	04/06/2021	SERVICE/SUPPORT- ADMIN (D	10-112-000-40500	5,074.50
ENET, LLC	6348	04/06/2021	SERVICE/SUPPORT- POLICE (D	10-224-000-40500	3,111.00
ENET, LLC	6349	04/06/2021	SERVICE/SUPPORT- FIRE (DEC	10-224-000-40500	263.50
ENET, LLC	6350	04/06/2021	CITY PHONES (DEC 2020)	10-224-000-40703	42.50
MARTIN, NANCY	03/31/2021	04/06/2021	REIMB SECURITY DEPOSIT FO	10-20010	50.00
KIP KIESO POLYGRAPH SERVIC	03-31-2021	04/06/2021	PRE-EMPLOYMENT EXAMINAT	10-115-000-21300	150.00
MISSOURI ONE CALL SYSTEM,	1030275	04/06/2021	LOCATE FEES (219) / MARCH2	10-331-000-21306	273.75
DAMON PURSELL CONSTRUCT	257199	04/06/2021	YARD WASTE DISPOSAL	10-331-000-26100	428.00
WEX BANK	70943204	04/06/2021	FUEL PURCHASED - ADMINIST	10-112-000-54100	56.37
WEX BANK	70943204	04/06/2021	FUEL PURCHASED - POLICE	10-224-000-54100	3,542.28
WEX BANK	70943204	04/06/2021	FUEL PURCHASED - FIRE DEPT	10-226-000-54100	1,441.48
WEX BANK	70943204	04/06/2021	FUEL PURCHASED - PUBLIC W	10-331-000-54100	764.91
WEX BANK	70943204	04/06/2021	FUEL PURCHASED - ENGINEER	10-332-000-54100	163.55
WEX BANK	70943204	04/06/2021	FUEL PURCHASED - COMMUN	10-819-000-54000	320.99
MAZARIEGOS, REINA	04/01/2021	04/06/2021	REIMB SECURITY DEPOSIT FO	10-20010	30.00
BARBER, ANTHONY	04/01/2021	04/06/2021	REIMB SECURITY DEPOSIT FO	10-20010	150.00
FAST, VELMA	04/01/2021	04/06/2021	REIMB SECURITY DEPOSIT FO	10-20010	30.00
PATEK & ASSOCIATES LLC	4952	04/06/2021	CONSULTING SERVICES - APRI	10-112-000-21300	3,500.00
Fund 10 - GENERAL FUND Total:					59,935.00
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
COCKRELL PAVING, LLC	2021-03	04/06/2021	50TH, HIGH DR, WOODLAND	21-025-000-53000	5,200.00
AYLETT SURVEY & ENGINEERI	11947	04/06/2021	STAKE TRAIL & TOPOGRAPHIC	21-072-000-51000	3,050.00
HILLCO ENTERPRISES, INC	101407	04/06/2021	EH YOUNG SOD	21-025-000-53000	1,855.69
LAKESIDE TREE SERVICE	11-4286	04/06/2021	EH YOUNG DEBRIS REMOVAL	21-025-000-53000	650.00
BARBER EXCAVATING LLC	2910	04/06/2021	MATTOX RD GRADING	21-025-000-53000	3,208.00
FREELANCE EXCAVATION, LLC	96	04/06/2021	HELENA & HORIZONS GRADIN	21-025-000-53000	2,360.00
FREELANCE EXCAVATION, LLC	98	04/06/2021	HORIZONS GRADING	21-025-000-53000	402.50
HOUSTON EXCAVATING	393	04/06/2021	HORIZONS WEST	21-020-000-54000	5,710.00
K & G STRIPING, INC	210082-1	04/06/2021	GATEWAY & W PLATTE SIGNS	21-025-000-53000	1,650.00
HOUSTON EXCAVATING	394	04/06/2021	HORIZONS WEST	21-020-000-54000	7,410.00
COCKRELL PAVING, LLC	2021-08	04/06/2021	MATTOX RD PATCHING	21-025-000-53000	9,750.00
Fund 21 - CAPITAL IMPROVEMENTS FUND Total:					41,246.19
Fund: 30 - CAPITAL EQUIPMENT FUND					
AMERICAN EQUIPMENT CO.	65748	04/06/2021	10' MONROE STAINLESS STEEL	30-331-000-65000	10,579.00
911 CUSTOM, LLC	44613	04/06/2021	NEW VEHICLE INSTALL/ #107	30-221-000-65000	2,593.40
WORTH HARLEY-DAVIDSON N	13871	04/06/2021	2021 Harley-Davidson Police	30-221-000-60000	15,065.00
Fund 30 - CAPITAL EQUIPMENT FUND Total:					28,237.40
Grand Total:					129,418.59



City of Riverside Resolution Overview

Agenda Date:

April 5th, 2020

BACKGROUND:

The 2020/2021 budget allotted funds for fire department training. With the effects of COVID19 reducing the amount of training we could do outside the department we have funds left over in the budget for training.

The Fire Department and the Police Department have in the past discussed purchasing a training door to practice forcible entry simulation into structures. This door allows for lock removal, a plate to practice using a battering ram and multiple other means of forcing a door to gain entry.

The door we are looking requesting is built & sold exclusively through East Coast Solutions. This door a boltless pikable jamb (baseball method) or full door stop option. A full-length replaceable door sleeve. This feature will save money over buying new props many years down the road. An adjustable door gap. This function allows instructors to vary the degree of difficulty and duplicate realistic door gaps. Heavy security lock. They are the only manufacture to add a ½” rebar as a lock to simulate heavy security slide bolts and drop bar.

We did pursue cooperative purchasing on this and it is not available. This door will be used by both the fire department and the police department.

BUDGETARY IMPACT:

The cost of this purchase is \$7,190.00.

Request for Capital Equipment Purchase Approval				
Fiscal Year	Description	Budget Funds Available	Purchase Request	Within Budget
2021	Training	\$ 13,759.00	\$7,190.00	YES

RESOLUTION NO. R-2021 – 030

A RESOLUTION AUTHORIZING THE PURCHASE OF A FORCIBLE ENTRY TRAINING SIMULATION DOOR FROM EAST COAST RESCUE SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$7,190.00

WHEREAS, City Code Section 135.070.B authorizes the City to contract with a vendor for the purchase of goods or services without utilizing the competitive bidding procedures when, in the opinion of the Board of Aldermen, the contract would be in the best interest of the City; and

WHEREAS, East Cost Rescue Solutions is a sole source vendor and purchase of such device is authorized under the City of Riverside City Code: and

WHEREAS, the City of Riverside finds it is in the best interest of the citizens of the City of Riverside to authorize and approve the purchase of a Forcible Entry Training Door Simulator from East Coast Rescue Solutions in an amount not to exceed \$7,190.00.

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

THAT the Board of Aldermen finds and determines that it is in the best interest of the City to authorize the purchase of a Forcible Entry Training Simulation Door from East Coast Rescue Solutions without utilizing the competitive bidding procedures, and the attached quote sheet and cover memo describing the purchase for \$7,190.00 is hereby approved; and

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of April 2021.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



East Coast Rescue Solutions

4940 Merrick Road Suite 172
Massapequa Park, NY 11762

Quote

Date	Estimate #
2/8/2021	3994

Name / Address
Riverside Fire Department 2990 NW VIVION RD Riverside, MO 64150

Ship To
Riverside Fire Department 2990 NW VIVION RD Riverside, MO 64150

P.O. No.	Terms	Due Date	Rep
	Net 30	3/24/2021	CM

Description	Qty	Rate	Total
East Coast Rescue Solutions Forcible Entry Door Simulator. Features: Inward and outward swinging forces Full Door Stop Three Locks for varying degrees of difficulty Additional 1/2" rebar lock for added resistance Third lock added with Full Door Stop Replaceable Door Sleeve and Jamb for added longevity Fixed bracket to mount walls for restricted space FE Can be disassembled for easy transport. Optional dolly system for easy transport Adjustable door gap All In-One Prop Receivers for mounting additional Props Professionally powder coated One year warranty Includes Operational Guide and Videos	1	6,000.00	6,000.00
Battering Ram Plate This easily removable 12x12 strike plate is for battering ram use.	1	795.00	795.00
Drop Ship Door to Riverside Fire Department	1	395.00	395.00
Contact us with any questions. Chris Minichiello 917-886-2579. www.eastcoastrescuesolutions.com		Total	\$7,190.00





Riverside Police Department

Resolution Overview

AGENDA DATE: April 1, 2021

BACKGROUND: This request is for the purchase of firearms ammunition that was approved in the 2020-2021 budget. The ammunition will be purchased through Gulf States Distributors based on the Missouri State Contract

BUDGETARY IMPACT: This cost of this request is \$14,092

RESOLUTION NO. R-2021-031

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS IN AN AMOUNT NOT TO EXCEED \$14,092.00 OFF THE STATE OF MISSOURI COOPERATIVE PURCHASE CONTRACT

WHEREAS, the City of Riverside Department of Public Safety utilizes a variety of ammunition for training and duty use; and

WHEREAS, the City of Riverside in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the State of Missouri has competitively bid certain police department equipment and supplies utilized by the City of Riverside and has determined that the State of Missouri Cooperative Purchase Contract #C114052005 to be the most competitive bid; and

WHEREAS, the City of Riverside finds it is in the best interest of the citizens of the City of Riverside to authorize and approve the purchase of ammunition from Gulf States Distributors within budgeted amounts for the fiscal year 2020-2021 off the State of Missouri cooperative purchase contract;

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

THAT the purchase of ammunition from Gulf States Distributors in an amount not to exceed \$14,092.00 is hereby authorized and approved; and

FURTHER THAT the Mayor, City Administrator, and staff are authorized to execute all documents necessary to these transactions 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 _____, 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REPEAL PARK BOARD MEMBER TERM LIMITS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

SECTION 1 – AMENDMENT. That Section 110.180 of the Municipal Code of the City of Riverside, Missouri is hereby amended to read as follows (language to be added is underlined; and language to be deleted contains a ~~strike through~~):

- A. The Parks Board shall elect a Chairperson and Vice-Chairperson from among its members, each to serve for one (1) year or until their successors are elected.
- ~~B. There shall be a limit of three (3) successive terms to which an elected officer may be elected.~~
- B. The Chairperson shall preside at all meetings of the Parks Board and shall have the duties and authority normally appointed to that office. The Chairperson shall have equal voice with other Parks Board members in the discussion of matters and shall have a vote on all matters.
- ~~C.~~ The Vice-Chairperson shall have the same duties and authority as the Chairperson in the Chairperson's absence.

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 _____, 2021.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION AWARDING THE BID FOR THE 2021 WAYFINDING SIGN PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND STAR SIGNS, LLC FOR SUCH PROJECT

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

THAT the bid of Star Signs, LLC for the 2021 Wayfinding Sign Project in the amount of \$126,850.00 is hereby accepted and approved; and

FURTHER THAT an agreement by and between the City of Riverside and Star Signs, LLC, in substantially the same form as attached hereto and incorporated herein by reference, is hereby authorized and approved, and the Mayor is authorized to sign such agreement on behalf of the City; and

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

PASSED AND ADOPTED by the Board of Aldermen the 5th day of April 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

REQUEST FOR BID

2021 Wayfinding Sign Project

ADMINISTRATIVE INSTRUCTIONS

The City of Riverside is requesting bids for the design, production, and installation of wayfinding signs throughout the City. All project elements must meet the minimum specifications provided with this bid package.

Bids will be accepted until **10:00 a.m. on Friday, March 26, 2021**. At that time, all bids received will be publicly opened and the bids shall be recorded. After the bid opening, the City will evaluate bids for completeness and prepare a recommendation for acceptance to the Riverside Board of Aldermen.

No bids will be accepted after the above stated date and time. Mailed bids that are delivered after the specified time will not be accepted regardless of the postmarked date or the time on the envelope. No responsibility shall be attached to any employee receiving the bids, or to the City of Riverside, if the bid is not received by the deadline noted above.

Complete bid packets can be downloaded from the City web page at www.riversidemo.com/rfps. If necessary, addenda will be posted to the website and it is the proposer's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. The City of Riverside complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Riverside (hereafter "City") by all prospective vendors/proposers (herein after referred to as "Bidder") regarding this City Solicitation, titled **2021 Wayfinding Sign Project**.

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the facilities affected by the delivery of services, materials, and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist, as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request by noon on March 17th, 2021.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the City's Contact who is authorized to act on behalf of the City, or by the City Attorney. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.
4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with

the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State, nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Missouri Department of Revenue, Certification of Exemption for Missouri State Sales/Use Tax account number for the City of Riverside is 12493121. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.

5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the City, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the bid number and title when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000. See attached agreement.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth in the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable bid number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.

2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal.

F. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.

G. AWARD OF CONTRACT

1. The City's Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Administrator's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Contact.
2. If the City Administrator or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.

H. CONTRACTUAL OBLIGATIONS

In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the

City and Bidder. A sample agreement that Bidder will be expected to sign is supplied with these in Exhibit 4.

SPECIAL CONDITIONS

A. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Mike Duffy at 816-741-3993 or email: mduffy@riversidemo.com

B. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Mike Duffy, mduffy@riversidemo.com. All inquiries shall clearly identify the name of the firm and the authorized representative, the Bid Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this Bid is noon on March 17th, 2021.

Responses will be prepared by the City in an addendum and published on the City of Riverside web site at: www.riversidemo.com/rfps. The responses in writing are the only official answers.

C. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders shall submit the following originals with their bid:

1. Bid Form – Variations
2. Bid Form – Pricing
3. Bid Bond – Security
4. Experience Questionnaire
5. Proposed project schedule
6. Signed bid addenda

Submit all of the above in a sealed envelope with the bidder's name, project number, and project name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.



March 26, 2021

PROPOSAL FOR WORK

City of Riverside
Attn: Michael Duffy
2950 N.W. Vivion Road
Riverside, MO 64150

**RE: Request for Bid
2021 Wayfinding Sign Project**

TO PROVIDE:

Star Signs LLC respectfully submits this price quote to provide and install all signage for the above referenced bid package. All construction, materials, finishes, and installation methods conform to bid document drawings and specifications or as otherwise described in this proposal.

Pricing is based upon information and drawings provided at time of bidding and subject to change based upon engineering requirements, revised specifications, changes in scope, or significant price increases from vendors. Except as described herein, our price is confirmed for thirty (30) days.

Scope of Work:

- (1) Street Wayfinding Sign – Two-panel
- (7) Street Wayfinding Signs – Three-panel
- (8) Trail Wayfinding Signs – Three-sided graphics
- (15) Trail Wayfinding Sign – Four-sided graphics
- All signs to be aluminum construction with high quality acrylic polyurethane painted finish
- Street sign graphics to be 3M high intensity prismatic sheeting, Series 3930 reflective graphic sheeting Series 3930
- All street signs to have break-away bases
- Price includes excavation, form work, concrete, and complete installation of signs in approved locations

Price Includes:

- Shop drawings for approval (includes initial drawings and one revision). Additional revisions billed at \$65 per hour
- Certified engineer stamp on drawings
- Material and color samples – bid includes one (1) set only; additional samples will be an extra cost
- Field verification of measurements (if required) prior to shop drawings and fabrication
- Complete fabrication and finishing of all signage
- Complete project management and coordination of fabrication and installation schedules with City of Riverside or related trades as required
- Installation of all signs in approved locations

STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
P 785.842.4892 | F 785.842.2947
WWW.STARSIGNSLLC.COM

- Prevailing wage for on-site personnel
- Touch up/clean up
- As-builts and instructions
- These prices are for the complete project as described; if any items are omitted, we reserve the right to re-price

Price Excludes:

- Permits and procurement as required
- Performance bonds
- Mock ups and prototypes
- Sign programming or content development
- Final creation of digital print artwork; Star Signs to provide "Digital Art Submittal Guidelines" for required formats
- Primary electric to be brought to sign locations by others
- Locates for privately owned utility
- Excludes pavement cutting or core drilling
- Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges.
- Lane closures and associated fees, MoDOT permits or traffic control plans
- Overtime charges due to circumstances beyond our control
- Excludes sales tax or use taxes

Subtotals:

Item 1: Street Wayfinding Signs – 2 Panel/Installed.....	\$ 11,600.00
Item 2: Street Wayfinding Signs – 3 Panel/Installed (7 @ \$11,950).....	\$ 83,650.00
Item 3: Trail Wayfinding Signs – 3 Sided Graphics/Installed (8 @ \$1,325).....	\$ 10,600.00
Item 4: Trail Wayfinding Signs – 4 Sided Graphic/Installed (15 @ \$1,400)	\$ 21,000.00

Total All Items \$ 126,850.00

Terms:

- Monthly progress billing for work completed in our shop or in the field
- Balance due at time of delivery or installation. A finance charge of 1.5% per month shall apply to late payments.

We appreciate the opportunity to bid on this project. Please call me if you have any questions or need further information.

Thank you,



Shelley Rosdahl
Vice President/Sales

STAR SIGNS, LLC
801 EAST NINTH STREET
LAWRENCE, KANSAS 66044
P 785.842.4892 | F 785.842.2947
WWW.STARSIGNSLLC.COM

BID FOR UNIT PRICE

To: City of Riverside, Missouri

Project: 2021 WAYFINDING SIGN PROJECT

Project No.: 350-082

Date: March 26, 2021

Proposal of Star Signs, LLC. (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of Kansas, a corporation/partnership/ or individual doing business as Star Signs, LLC.

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 to Proceed" of the City and to substantially complete the project within one hundred twenty (120) consecutive calendar days thereafter as stipulated in the specifications.

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. The total bid amount is:

(\$ 126,850)

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.

2021 Wayfinding Sign Project (350-082)

Page 8

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal agreement attached by noon on April 1, 2021.

The bid security attached in the sum of _____ Dollars (\$_____) 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.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and

Respectfully submitted:

(SEAL - if bid is by a corporation)

By Shelley Rosdahl
Agent Printed Name: Shelley Rosdahl
Title: Vice President / Sales
Street: 801 E. 9th Street
City, State, Zip: Lawrence, KS 66044
Phone: 785.856.2435
Fax: 785.842.2947
Email: shelleyr@starsignsllc.com

BID FORM - VARIATIONS

Company Name: Star Signs, LLC.

VARIATIONS: NOT APPLICABLE

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions, and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

BID FORM - PRICING

CONTRACTOR: Star Signs, LLC.

ITEM NO.	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	PRICE EXTENSION
1	Street Wayfinding Signs- 2 panel	1	EA	11,600	11,600
2	Street Wayfinding Signs- 3 panel	7	EA	11,950	83,650
3	Trail Wayfinding Signs – 3 sided graphics	8	EA	1,325	10,600
4	Trail Wayfinding Signs – 4 sided graphics	15	EA	1,400	21,000
	TOTAL BID				126,850

Item NO. 1

- Includes the supply and installation of the street wayfinding signs with 2 panels.

Item NO. 2

- Includes the supply and installation of the street wayfinding signs with 3 panels.

Item NO. 3

- Includes the supply and installation of the trail wayfinding signs with 3 sided graphics. The four-sided box will only have 3 sides with graphics and one side with solid color.

Item NO. 4

- Includes the supply and installation of the trail wayfinding signs with 4 sided graphics.

All Items

- Includes all work to restore ground to previous condition.

BID BOND - SECURITY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Star Signs, LLC 801 East 9th Street Lawrence, KS 66044 as PRINCIPAL and
Old Republic Surety Company PO Box 1635 Milwaukee, WI 53201-1976 as SURETY, are held and firmly bound unto
the City of Riverside, Missouri, ("City") in the sum of
Five Percent Dollars (\$ 5%) ("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
March 26th, 2021, to enter into a contract in writing for the 2021 WAYFINDING
SIGN PROJECT (Project No. 350-082);

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,
shall in all other respects perform the agreement created by the acceptance of said Bid by noon on April
1, 2021 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 are corporations have caused their corporate seals to be hereto affixed and these presents to
be signed by their proper officers, the day and year set forth herein.

Star Signs, LLC
PRINCIPAL

By: Robert Terry
(Signature)

Printed Name: Robert Terry

Title: President

Date: 3/26/2021

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.

Old Republic Surety Company
SURETY

By: Ben Williams
(Signature)

Printed Name: Ben Williams

Title: Attorney In Fact

Date: 3/26/2021

SURETY POWER OF ATTORNEY MUST BE ATTACHED





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

D. C. PRUETT, DENISE A. IVERSON, DALE A. GEBAUER, SEAN R. MILLER SR, MATT J. MILLER, BEN WILLIAMS, REBECCA A. LILLEY, OF OVERLAND PARK, KS

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depositary bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and sure guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2ND day of DECEMBER, 2019.


Assistant Secretary



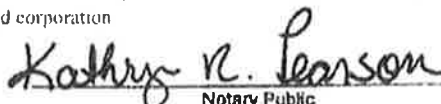
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 2ND day of DECEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2838



Signed and sealed at the City of Brookfield, WI this 26th day of March, 2021




Assistant Secretary

R. E. MILLER INSURANCE AGENCY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

EXPERIENCE QUESTIONNAIRE

Star Signs, LLC.	Shelley Rosdahl	
(Company Name)	(Primary Contact Name)	
801 E. 9th Street	Lawrence, KS 66044	
(Address)	(City, State, Zip Code)	
785.856.2435	785.842.2947	shelleyr@starsignsllc.com
(Phone Number)	(Fax Number)	(E-mail)
Federal ID Number: 20-8893181	or SSN: _____	

Name of State(s) in which incorporated: Kansas

Date(s) of incorporation: May 2007

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: _____

1. How many years has your Company been in business as a contractor under your present business name? 13
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:
Star Signs & Graphics, Inc. since 1977

3. How many years' experience in the proposed type and size of construction work has your Company had: (a) as a general contractor 40+; (b) as a subcontractor 40+?

2021 Wayfinding Sign Project (350-082)

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4. List the three most recent projects your Company has completed similar in scope to the proposed work:

Project Name or City City of Liberty, MO

Contact Name John Findlay Phone 816.439.4507

Contract Amount \$ 53,000 When Completed? 2018

Description of Work Provide and install downtown information kiosks, wayfinding, and parking signs.

Project Name or City Penn Valley Park

Contact Name Jimme Lossing (no longer w/KCMO) Phone _____

Contract Amount \$ 300,000 When Completed? 2016

Description of Work Provide and install wayfinding signage and interpretive displays for downtown KCMO park.

Project Name or City North Kansas City

Contact Name Sara Copeland Phone 816.412.7855

Contract Amount \$ 275,000 Gateway 60,000 Wayfinding When Completed? 2019 2021

Description of Work Produce and install overhead gateway sign and wayfinding sign program

5. 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

6. 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, and QC/QA Manager.

2021 Wayfinding Sign Project (350-082)

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NAME Neal Knight **Position** Vice President Production

Years of construction experience: 10

Magnitude & Type of Work Oversees all production staff, scheduling, and material procurement

In What Capacity? _____

Years of Employment with Contractor: 3

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 Ashley Floersch **Position** Production/Installation Coordinator

Years of construction experience: 12

Magnitude & Type of Work Production and installation scheduling and purchasing

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 Brett Martin **Position** Lead Installer

Years of construction experience: 15

Magnitude & Type of Work Lead install foreman

In What Capacity? _____

Years of Employment with Contractor: 15

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:

7. On a typical project, what percent of the work is completed by your own forces? 100 % What percent by subcontract? %. 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)	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	Address	State Zip	Phone Number
(2)	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	Address	State Zip	Phone Number
(3)	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	Address	State Zip	Phone Number

8. 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

9. 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:

2021 Wayfinding Sign Project (350-082)

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10. 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: _____

11. Has your Company received any written notices of violations of any federal or state statute in which 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. The undersigned agrees that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids.

Dated on behalf of said Company this 26TH day of MARCH, 2021.

By: SHELLEY RUSDAN

Name: Shelly Rusdahl

Title: VICE PRESIDENT / SALES

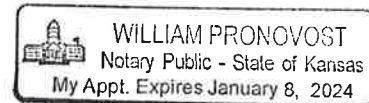
State of KS)

County of DG) ss

BEFORE ME, the undersigned notary, personally appeared SHELLEY RUSDAN who being duly sworn, deposes and says that he or she is the V.P. - SALES of STAR SIGNS, LLC, 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 26 day of MARCH, 2021.

W. H. P.
My commission expires: 1-8-2024 Notary Public



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 _____) County of _____) ss:

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

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, 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: **2021 WAYFINDING SIGN PROJECT (Project No. 350-082)**.
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.

Signature of Affiant

Printed Name: _____

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

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.

STATEMENT OF WORK

The City of Riverside requests proposals for design, fabrication, and installation of wayfinding signs throughout the City. The goal of this project is to assist with navigation to key community agencies, facilities, and amenities. The selected Contractor shall provide all labor, equipment, materials, coordination, and permitting necessary to successfully complete the project. All project elements shall meet the following minimum specifications.

PROJECT SCOPE

PART 1 – GENERAL

1.10 DESCRIPTION OF WORK

- A. The Work described in this request for proposal shall be installed at and around various locations throughout the City of Riverside.
- B. The Work is specified herein and includes, but is not limited to, the following:
 - 1. Provide design, fabrication, and installation of wayfinding signs, wayfinding sign bases, wayfinding sign panels, letters, and components with message copy and symbols, including all engineering, fabrication, excavation, erection, installation and concrete;
 - 2. Provide Review Drawings, Coordination Drawings, Shop Drawings, Working Drawings, Record Documents, and incidentals;
 - 3. Provide all required Samples, Submittals and Proofs;
 - 4. Provide all the permitting, preparation, materials, equipment, tools, labor, testing, inspections, and temporary light and power necessary for the fabrication and installation of the wayfinding signs;
 - 5. Provide all the materials, fasteners, adhesives, structures, brackets, blocking, miscellaneous steel, embed plates, and all other structural and mounting hardware necessary for the proper fabrication and installation of the wayfinding signs;
 - 6. Provide professional engineering of all wayfinding signs, wayfinding sign structures, sign supports, sign mounting methods, sign mounting components and hardware, adhesives, embeds, sign bases, sign foundations and footings, and all other wayfinding sign structural components as necessary for structural adequacy. The signature and seal of a qualified professional engineer, licensed in the State of Missouri, shall appear on the Shop Drawings;
 - 7. Provide all color, finish, material, and process matching for all of the wayfinding signs;
 - 8. Provide and prepare all digital art and camera ready files as required;
 - 9. Provide restoration of existing finishes, surfaces, pavements, landscaping, and all other site conditions that are affected by the installation of new wayfinding signs;
 - 10. Acquire all necessary reviews, licenses, permits, permissions, and approvals. Provide written documentation to the City verifying that all required licenses, permits, and permissions have been properly obtained;
 - 11. Provide all traffic control, safety barricades, and warning signs as required to safely complete the Work.

- C. Wayfinding Sign lists and example drawings are attached as Exhibit 1.
- D. Fabrication of the wayfinding signs is not authorized until the Final approval have been released by the City.
 - 1. Bidders shall provide per unit pricing for the fabrication and per unit pricing for the installation of each wayfinding sign type. These per unit prices shall remain applicable through the full Contract term;
 - 2. After the Contract has been awarded, but prior to the start of fabrication, the City shall review the messages and the sign quantities provided in the Bidding Documents. The City may revise the messages and may change the wayfinding sign quantities. These revisions will be documented and communicated in writing to the Contractor;
 - 3. Payment shall be based on actual quantities of installed signs per unit pricing;
 - 4. If wayfinding signs are eliminated, the City shall be credited the appropriate per unit fabrication and installation costs as originally submitted with the Bid. If wayfinding signs are added, the City shall be charged only the appropriate per unit fabrication and installation costs as originally submitted with the Bid. No other charges or fees will be accepted. Changes to sign message content, without change to the sign type, shall be incorporated into the Work without additional cost to the City.
- E. At any time during the course of the Project, the City may choose to add new wayfinding sign types to the Project. If the City adds any new wayfinding sign types, the City shall provide the Contractor with design intent information for the new sign types and request that the Contractor provide per unit pricing for the fabrication and installation of the new sign types. Fabrication and installation of the new sign types shall not proceed until the City has reviewed the unit pricing submitted and provided written notice that the submitted unit pricing has been accepted.
- F. In addition to review and acceptance of Coordination Drawings, Product Data, and Shop Drawings, review and acceptance of all Color Samples, Material Samples, Sign Face Layouts, and Proofs is required prior to the start of fabrication.

1.11 REFERENCE STANDARDS

- A. Where more stringent requirements than those described in the Specifications are set forth under codes, laws, rules, regulations, and ordinances of federal, state, county, and any local governing bodies, regulatory agencies, authorities, government departments, and any other entities having jurisdiction notify the City in writing before proceeding with Work. Work is subject to the applicable portions of the following standards:
 - 1. All Work shall comply with the laws, codes, ordinances, guidelines, standards, rules, regulations, and requirements of the United States, the State of Missouri, the City of Riverside, and any other federal, state, or local governing body having jurisdiction;
 - 2. All Work shall comply with all applicable City of Riverside rules, codes, guidelines, standards, and requirements;
 - 3. AWS D1.1 "Structural Welding Code", American Welding Society;

4. All applicable American Society for Testing and Materials (ASTM) standards and requirements including, but not limited to:
 - a. ASTM B209 – “Aluminum and Aluminum Alloy Sheet Plate”
 - b. ASTM E284 – “Standard Definition of Terms Relating to Appearance of Materials”
 - c. All applicable ASTM standards and requirements for concrete, and cement
 - d. ASTM D4956 – “Standard Specification for Retroreflective Sheeting for Traffic Control
5. “Handbook on Bolt, Nut, and Rivet Standards”, Industrial Fasteners Institute;
6. All applicable specification, guidelines, regulations, and requirements of the Americans with Disabilities Act (ADA);
7. All applicable rules and regulations of the Occupational Safety and Health Administration (OSHA);
8. AASHTO M68 – “Standard Specification for Retroreflective Sheeting for Traffic Control”;
9. All applicable AASHTO standards and specifications for traffic control devices, signs, and sign structures;
10. Aluminum shall be fabricated, welded, and inspected in accordance with “ANSI/AWS D1.2/D1.2M:2008 Structural Welding Code – Aluminum (2008)”;
11. All applicable sections, specifications, standards, guidelines, performance criteria, regulations, rules, and requirements of the Manual on Uniform Traffic Control Devices (MUTCD);
12. All applicable Federal Highway Administration (FHWA) policies, specifications, standards, guidelines, requirements, performance criteria, rules, and regulation;
13. All applicable Missouri Department of Transportation (MoDOT) policies, specifications, standards, guidelines, requirements, performance criteria, rules, and regulations;
14. All applicable National Cooperative Highway Research Program (NCHRP) reports, including but not limited to, “NCHRP Report 350, Recommended Procedures for the Safety Performance Evaluation of Highway Features.”

1.12 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the Drawings is to prescribe the outline of Work that the Contractor undertakes to do in full compliance with the Contract. The Contractor shall do all Work provided in the Contract and such additional, extra, collateral, and incidental Work as may be necessary to complete the Work in an acceptable and timely manner;
- B. Notify the City in writing of any discrepancies in the Drawings, Message Schedule, field dimensions, and field conditions. Notify the City in writing of any changes required in any aspect of the fabrication and the installation of the wayfinding signs;
- C. The Drawings located in Exhibit 1, show design intent only and are not intended to cover every detail of materials, parts, fabrication, construction, mounting, and installation. Furnish all required inspections, testing, engineering, materials, parts, fabrication, construction, mounting, and installation necessary to complete the entire Work in compliance with the design intent, whether or not said details are shown or specific, at no additional cost to the City;
- D. Wayfinding Sign Locations:
 1. The final locations for the wayfinding signs shall be established on-site by the Contractor and the City. The final locations for the wayfinding signs shall be shown in the Shop

- Drawings. Prior to installation, the final locations for the wayfinding signs shall be verified by the Contractor;
2. Obtain all the necessary reviews and approvals for the wayfinding sign locations. Wayfinding signs installed in locations that have not received all necessary reviews and approvals and that have not been established with, and reviewed and accepted by, the City and may need to be removed and reinstalled in new locations determined by the City. Work for relocating such wayfinding signs shall be completed by the Contractor at her/his own expense.
 3. See Exhibit 2 for Wayfinding Sign locations.

1.13 PROJECT/SITE CONDITIONS

- A. Provide all on-site inspections, surveys, and testing required to properly, safely, and securely install the wayfinding signs;
- B. Prior to the start of fabrication, identify all the governing bodies, regulatory agencies, authorities, government departments, and all other entities having jurisdiction over the locations where wayfinding signs are to be installed. Determine all applicable code and regulatory requirements. Provide the City with written notice of any wayfinding signs which conflict with any of the applicable codes or any other regulatory requirements. Obtain all the necessary reviews, licenses, permits, variances, and permissions from all the governing bodies, regulatory agencies, authorities, government departments, and all other entities having jurisdiction over the locations where the wayfinding signs are to be installed. The Contractor shall provide all the necessary fees, presentations, shop drawings, and any other documentation required to obtain any necessary reviews, licenses, permits, and permissions. Prior to the start of the fabrication, provide the City with documentation showing that all required reviews, licenses, permits, and permissions have been received;
- C. Prior to the start of any fabrication, examine the existing conditions on-site.
 1. Verify the existing site dimensions at each of the wayfinding sign installation locations. Provide the City with on-site dimensions for the locations and items indicated in the Drawings;
 2. Carefully examine on-site the existing conditions, including above and below ground utilities, at and around each of the locations where wayfinding signs are to be installed. Identify any conditions at any of the installation locations that would prevent any of the wayfinding signs from being properly, safely, and securely installed;
 3. Provide the City with written notice of any conditions that will have an effect on the appearance or design intent of the wayfinding signs, prevent proper execution of the Work, or endanger its permanency. Provide the City with written notice of any conditions that would prevent any of the wayfinding signs from being properly, safely, and securely installed. Work shall not proceed until all such conditions have been resolved, corrected, or adjusted and the City has received written notice.
- D. Prior to the start of any fabrication, provide the City with written notice of any locations where the wayfinding sign dimensions do not coordinate with the existing site dimensions or conditions. Provide the City with documentation showing the on-site dimensions and conditions. The City may adjust the wayfinding sign sizes and/or graphic layouts from those shown in the Drawings to coordinate with the on-site dimensions and/or conditions. Do not proceed with

fabrication of wayfinding signs requiring any changes or adjustments to coordinate with on-site dimensions or conditions until directed to do so by the City. Coordinate wayfinding sign production to allow the City a minimum of fifteen (15) working days to make any changes or adjustments to wayfinding sign sizes and/or layouts that may be required to coordinate with the on-site dimensions or conditions.

- E. Prior to the start of any fabrication, verify the site conditions at each wayfinding sign location as required to confirm that the design intent for the wayfinding sign bases, structures, foundations, and/or any other wayfinding sign mounting materials, components, and methods are compatible with the site conditions at each location. Provide the City with written notice of any locations where the design intent for wayfinding sign bases, structures, foundations, and/or any other wayfinding sign mounting materials, components, and methods are not compatible with the site conditions. Work on the wayfinding signs shall not proceed until such conditions are resolved, corrected, or adjusted by the City, and the Contractor receives written notice.
- F. Verify on-site conditions at the start of the Work and during the course of the Work as needed to understand the site conditions during all phases of the Project and to confirm that wayfinding signage will be coordinated with any changes to the site conditions that may occur during the course of the Work.
- G. Include on-site dimensions in the Shop Drawings.
 - 1. Obtain measurements on site and not from the Drawings for correct lengths of wayfinding signs, sign supports, and other items that must be accurately fitted. Design (subject to review by the City), engineer, fabricate, and install wayfinding sign supports, structures, and attachments. The Contractor will be responsible for the engineering, accuracy of measurements, and the precise fitting and assembly of the finished products. Written dimensions on Drawings shall have precedence over scaled dimensions. Modifications to written dimensions shall be made only when accepted in writing by the City.

1.14 COORDINATION

- A. Before the start of the Work, verify the overall Project Schedule with the City. Coordinate the wayfinding signage fabrication, installation, and all other Work for the wayfinding signs with the overall Project Schedule. Provide the City with complete schedule information for the fabrication, installation, and all other Work for the wayfinding signs. At a minimum, indicate dates for the review of on-site conditions, start and end dates for fabrication, and start and end dates for installation.
- B. Coordinate with the City to schedule site visits, deliveries, installations, and any other on-site activities. Coordinate and schedule all Work so that City operations and activities are disrupted as little as possible.
- C. Coordinate sizes of finished wayfinding sign assemblies with access limitations to final locations.
- D. Coordinate the Work of this Section as required to obtain proper installation of all items. The Contractor shall acquaint her/himself with all other projects or work that may be taking place within the Project area that may affect, or may be affected by, the Work under this Section.

- E. Coordinate with other trades involved in the fabrication and installation of the wayfinding signs and those trades that may be affected by the Work.
- F. Coordinate with the appropriate manufacturers, suppliers, and installers so that all the wayfinding signs, wayfinding sign components, and wayfinding graphics can be properly assembled, will function correctly, and can be properly, safely, and securely installed.
- G. Structural Elements:
 - 1. Provide all structural elements, bracing, blocking, hardware, concrete, foundations, that may be needed to adequately, securely, safely, and properly support the wayfinding signs;
 - 2. Access proper installation locations, including any locations concealed by existing landscaping, pavement, building surfaces, or other materials.
- H. Coordinate the size, placement, and mounting of all wayfinding sign components to reflect the design intent shown in the Drawings. Verify that the wayfinding signs will be able to be installed as required, fit correctly, function properly, and will be able to be mounted properly, safely, and securely. Before fabrication, inform the City in writing of any changes or conditions that will have an effect on the appearance or design intent of the wayfinding signed, prevent proper execution of the Work, or endanger its permanency. Do not proceed with fabrication until such conditions are resolved, corrected, or adjusted by the City, and the Contractor receives written notice.

1.15 DELIVERY AND PROTECTION

- A. Before delivery, each wayfinding sign shall be tagged or labeled with its identifying number and installation location as shown on the Shop Drawings. Labeling shall be both on the sign and the protective covering. Labels with identifying numbers or installation location numbers shall be removed without damage to the sign at the time of installation.
- B. Finished surfaces shall be adequately protected during all phases of the Work to prevent damage by scratches, stains, discoloration, or other causes. Any damage to any wayfinding signs incurred during fabrication, handling, shipment, storage, and installation shall be remedied by the Contractor at her/his own expense.
- C. Arrange with the City for adequate, secure, locked storage for wayfinding signs and sign materials that have been delivered to the site but not yet installed. If adequate storage space is not available, coordinate the delivery of the wayfinding signs and sign materials to coincide with installation. The Contractor must be present to receive all deliveries.
- D. Wherever installed wayfinding signs are exposed to possible damage from ongoing construction, install protective barriers or other measures to protect the wayfinding signs from becoming dirty, dusty, or damaged.

1.16 QUALITY ASSURANCE

- A. The Contractor shall be experienced with the production and installation of signs. Subcontractors shall be skilled in their facet of the work.
- B. The Contractor shall supervise and coordinate all subcontractors to ensure that the wayfinding signs shall be supplied per the City's requirements.

1.17 WARRANTY/CORRECTION OF WORK

- A. Warranties listed below are in addition to, and not a limitation of, any other rights the City may have under the Contract Documents.
- B. Provide the City with documentation of the manufacturer's warranties for all products supplied as part of the Work.
- C. All fastening devices and adhesives must be durable, suitable for long-term use in exposed locations, vandal-resistant, vibration-resistant, and tamper-resistant. All fastening devices must be corrosion-resistant. All fastening devices and adhesives must be warranted as to permanency of performance.
- D. Warrant to the City in writing that the materials and equipment furnished under the Contract will be high quality and new, that the Work will conform with the requirements of the Contract Documents, and the Work will be free of defects not inherent in the quality required or permitted in writing by the City. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective. If required by the City, furnish satisfactory evidence as to the kind and quality of materials and equipment.
- E. Warrant to the City in writing that all paint finishes, inks, digitally printed graphics, and the UV protective clear coat finishes furnished under the Contract will be high quality, free of defects in appearance or application, will not develop excessive fading or excessive non-uniformity of color, and will not yellow, crack, peel, or otherwise fail as a result of defects in materials or workmanship, for a period of at least seven (7) years beginning at the time of Final Payment/Acceptance by the City.
- F. Warrant to the City in writing that the Work furnished under the Contract will be high quality and free from any defects in workmanship, fabrication, and installation for a period of at least five (5) years beginning at the time of Final Payment/Acceptance by the City.
- G. If, within five (5) years after Final Payment/Acceptance of the Work, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Work shall be corrected promptly after receipt of written notice from the City to do so, unless the Contractor has previously received written acceptance of such condition. Correction of Work shall be completed at no additional cost to the City. This obligation shall survive termination of the Contract. All Work shall be done at a time convenient to the City.

- H. Remove from the site and properly dispose of, at no additional cost to the City, portions of the Work which are defective or not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.
- I. If the Contractor does not proceed with the correction of Work after a reasonable time fixed by written notice from the City, the City may have the Work corrected. The cost for the corrections shall be deducted from the payments due the Contractor. If payments due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City. If there are no payments due the Contractor, the Contractor shall pay the entire amount of the cost of the corrections to the City. 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.

1.18 SPARE STOCK

- A. Provide to the City in the manufacturer's original packaging the following as Spare Stock:
 - 1. One (1) quart of touch up paint for each type of paint and in each of the colors specified;
 - 2. Four (4) of each type of tool required for removal of each type of vandal resistant fastener used.

1.19 SAMPLES AND SUBMITTALS

- A. Within a reasonable time after the Project has been awarded and prior to making any submissions, provide the City with a Submittal Schedule. At a minimum, list all Submittals, their content, the planned submission dates, and the review period for each Submittal. All Samples and Submittals shall be made with such promptness as to cause no delay in the Work. Schedule the Work so that the City will have a minimum of fifteen (15) working days to review each Submittal, excluding shipping time, and without overlap.
- B. The City will review all the Samples and Submittals for conformance with the design intent of the Project. Any Work undertaken prior to receipt of written acceptance of the Samples and Submittals shall, based upon the acceptance or rejection of the Samples and Submittals, be corrected at the Contractor's expense. All notifications of acceptance or rejection will be in writing. All materials furnished for the Project must be as represented by the accepted Samples and Submittals.
- C. Product Data:
 - 1. Submit manufacturer's technical data, preparation, installation, storage, handling, and maintenance instructions for all the materials, components, and applied finishes used for the Work. At a minimum, provide Product Data for the following:
 - a. All metal materials and components;
 - b. All concrete;
 - c. All mounting components and hardware;
 - d. Standard and custom extrusions;
 - e. Each manufactured component used within fabricated assemblies;
 - f. Shop applied painting and priming systems;

- g. Field applied painting and priming systems;
 - h. All UV resistant clear coat finishes;
 - i. Adhesives and sealants;
 - j. All vinyl graphic sheeting, films, and over laminates;
 - k. Inkjet printing inks;
 - l. Installation accessory materials for each type and condition as applicable.
- D. Shop Drawings:
- 1. Fabricate only from Shop Drawings that have been reviewed and accepted by the City. Prior to submission, verify submittal and resubmittal formats, quantities, and procedures with the City;
 - 2. Prior to the start of fabrication, submit complete and detailed Shop Drawings for all wayfinding sign types and all wayfinding sign components. Shop Drawings shall show all wayfinding sign fabrication and mounting methods, materials, dimensions, and details. Show all the final wayfinding sign locations and identifying numbers in the Shop Drawings;
 - 3. All wayfinding sign structural and mounting components shall be professionally engineered. Submit Shop Drawings that have been signed and sealed by a qualified professional engineer, licensed in the State of Missouri, for all wayfinding sign structures, wayfinding sign supports, wayfinding sign posts, wayfinding sign mounting methods, wayfinding sign mounting components and hardware, adhesives, embeds, fabricated wayfinding sign bases, and all other wayfinding sign structural and mounting components;
 - 4. All concrete bases, foundations, footings, and all the other concrete work for the wayfinding signs shall be professionally engineered. Submit Shop Drawings for all concrete work for the wayfinding signs that have been signed and sealed by a qualified professional engineer, licensed in the State of Missouri. The concrete mix design shall be approved by the qualified licensed professional engineer and shall be included in the signed and sealed Shop Drawing submittals;
 - 5. Shop Drawing submittals shall be returned with the appropriate submittal review stamps indicating the submittal's status. Shop Drawings will be checked only for conformance with the design intent of the Project. Acceptance of the Shop Drawings shall not be construed as permitting any departure from the Contract requirements, as relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise, or as permitting any departure from additional details, bulletins, and instructions previously furnished by the City. Also, Shop Drawing acceptance shall not relieve the Contractor from responsibility
 - 6. If the submitted Shop Drawings show variations from the Contract requirements, make specific reference to such variations on the Drawings and in the letter of transmittal with a request for acceptance. Any variations shall be made only when accepted in writing by the City.
- E. Certification Letter:
- 1. Submit written letter of certification, prepared, signed, and sealed by a qualified professional engineer, licensed in the State of Missouri, verifying that the wayfinding signs and the wayfinding sign support systems, mounting components, structures, and concrete foundations and components shall be structurally sound and that the wayfinding signs shall be securely, properly, and safely supported and mounted;
 - 2. The letter of certification shall also include:

- a. Verification that maximum stresses and deflections of the wayfinding signs and the wayfinding sign support systems, mounting components, structures, and concrete foundations and components do not exceed specified and required performance requirements under full design loading, and that the wayfinding signs and the wayfinding sign support systems, mounting components, structures, and concrete foundations and components shall meet all the performance requirements and design criteria as indicated and specified herein and in the Drawings;
 - b. Verification that all wayfinding signs can safely and properly withstand all applicable wind loads and ice loads.
- F. Submit Samples of all the materials, finishes, fixtures, fittings, and hardware.
- G. Color Samples:
 - 1. Submit Samples of all the colors used in the Project;
 - 2. Show each of the colors in each of the reproduction methods, and on each of the substrates used;
 - 3. Show all the colors with the correct finishes. Show the paint colors with the correct clear coat;
 - 4. Show each of the metal finishes.
- H. Submit Samples of all the fonts, alphabets, symbols, arrows, and logos used on the wayfinding signs for review and acceptance by the City prior to preparing any wayfinding sign face layouts.
- I. Submit examples of letter spacing and word spacing to the City for review and acceptance prior to preparing any sign face layouts.
- J. Sign Face Layouts:
 - 1. Provide dimensioned sign face layouts for review by the City for all wayfinding sign types and all wayfinding sign locations;
 - 2. The sign face layouts shall show all the final wayfinding sign messages and graphics;
 - 3. Camera ready digital art for all logos and symbols shall be supplied by the City;
 - 4. Prepare final artwork as required and provide all required file preparation;
 - 5. Sign face layouts shall be shown in a scale accepted by the City prior to submission of the layouts;
 - 6. All sign face layouts shall be printed on bright white paper and shall show actual typographic, symbol, and logo layouts in color on white backgrounds with all fonts, colors, dimensions, and the perimeters of the sign faces indicated. Provide the location for each wayfinding sign face on the sign face layouts;
 - 7. Layouts shall be reviewed for content, accuracy of alignments, typeface, type weight, letter spacing, word spacing, color breaks, symbol quality, quality of reproduction, and conformance with the design intent;
 - 8. Incorporate minor revisions and changes made to the graphics and/or messages shown on the layouts at no additional charge to the City;
 - 9. All Work shall be expected to conform to the accuracy, quality, and acuity of the accepted layouts.

- K. For each Sample and Submittal, provide the quantity required by the City. Samples and Submittals shall be of adequate size showing quality, type, color range, finish, texture, etc. The Contractor shall be responsible for the timely delivery of the Samples and Submittals in excellent condition, freight prepaid.

PART 2 – PRODUCTS

2.10 MATERIALS AND MANUFACTURERS

- A. Source Quality Control:
 - 1. Obtain primary materials from a single manufacturer;
 - 2. Provide secondary materials only as recommended by the manufacturer of the primary materials;
 - 3. Do not change source or brands of materials during fabrication.
- B. Aluminum:
 - 1. Provide high-grade material of alloy and temper as best suited to furnish the finish and strength required. Provide all aluminum extrusions, plate, sheet, castings, hardware, and all other aluminum wayfinding sign components as required;
 - 2. Finish aluminum wayfinding sign components as indicated in the Drawings.
- C. Threaded Fasteners:
 - 1. ASTM A 300 Series Grade A non-magnetic stainless steel;
 - 2. Vandal and tamper-resistant screws – Stainless steel, vandal-resistant, and tamper-resistant drilled spanner drive screws or equal as accepted by the City;
 - 3. All hardware for applications where signs will be exposed to high moisture conditions, shall be of non-magnetic stainless steel or of other non-magnetic corrosion-resistant material accepted by the City.
- D. Mounting Hardware:
 - 1. Provide all required mounting hardware and materials to properly, safely, and securely mount the wayfinding signs and the wayfinding sign components. All hardware shall be high quality, long lasting, vandal-resistant, tamper-resistant, corrosion-resistant, and suitable for long-term use in exposed installations.
- E. Opaque, Retroreflective, and Translucent Vinyl Graphic Films and Sheeting:
 - 1. Carefully prepare all substrates to receive vinyl graphic films and sheeting per the appropriate manufacturer's specifications;
 - 2. Follow all of the applicable manufacturer's guidelines and specifications for production, cutting, and application of all opaque, retroreflective, and translucent vinyl materials;
 - 3. Maintain all product warranties;
 - 4. All graphics produced using opaque, retroreflective, and translucent graphic films and sheeting must be durable and long lasting. Use production and application techniques as recommended by the film and sheeting manufacturer to produce high quality graphics with the longest possible life expectancy;
 - 5. Reflective graphic sheeting shall be 3M High Intensity Prismatic Sheeting, Series 3930, or approved equivalent reflective graphic sheeting accepted by the City;

6. Opaque graphic films shall be 3M Scotchcal Electrocut Film, Series 7725, or approved equivalent graphic film accepted by the City;
 7. Translucent graphic films shall be 3M Scotchcal Translucent Graphic Films, Series 3630 or Series 3632GPS, or equivalent translucent graphic films accepted by the City.
- F. Paint / Powder Coat:
1. Paint shall be Matthews Acrylic Polyurethane with a non-glare finish. The non-glare finish shall conform to all applicable ADA guidelines and requirements. An equivalent, exterior grade, acrylic polyurethane sign paint may be used if it is acceptable by the City;
 2. All painted finishes shall have a UV inhibiting protective clear coat with a non-glare finish. The non-glare finishes shall conform to all applicable ADA guidelines and requirements. The UV inhibiting protective clear coat and the color coat paint beneath shall be manufactured by the same company. The UV inhibiting protective clear coat shall be formulated to be compatible with the finishes, colors, and substrates underneath;
 3. Powder coated aluminum specification to be provided by contractor for acceptance by the City. Powder coat samples of architectural-grade finish shall be submitted to the City for approval.
- G. Colors/Finishes:
1. Colors for the wayfinding signs shall be as indicated in the Drawings;
 2. The surfaces of the wayfinding signs, wayfinding sign components, letters, symbols, logos, structural components, and elements shall be finished to match the colors as described in the Drawings;
 3. Colors are described in the Drawings for application using paint, ink, vinyl, or other coatings and materials specified. Submit appropriate Samples for review and acceptance in each of the colors, in each of the finishes/coatings, and on each of the substrates used in the Project;
 4. Indicate all color breaks and descriptions of all the materials and methods used to produce each of the colors in the Shop Drawings.
- H. Lettering Style:
1. The Contractor shall provide all the required fonts as indicated in the Drawings. If required, the Contractor shall purchase the required fonts. The City shall not provide any fonts;
 2. Letter weight (Medium, Bold, etc.) and style (Roman, Italic, etc.) shall match the Drawings. Legends shall include letters, numbers, arrows, symbols, logos, graphics, borders, characters, typography, and other applications shown for wayfinding sign panels. Enlargement or reduction of artwork applications shall be done photographically or digitally. Hand-cut masks or templates will not be accepted;
 3. Wayfinding sign lettering shall be executed in such a manner that all the edges and corners of the letterforms and symbols are true, clean, and photographically precise. All letterforms and symbols must be accurately reproduced.
- I. Symbols:
1. Symbols, logos, and logotypes shown in the Drawings are for reference only;
 2. Symbols, logos, and logotypes shall match the standards as shown in the Drawings. Original digital art for all symbols, logos, and logotypes shall be supplied by the City;

3. Symbols and logos shall be executed in such a manner that all edges and corners are true, clean, and photographically precise. All symbols and logos must be accurately reproduced.
- J. Adhesives:
1. Provide high quality, high-strength, high-performance, permanent adhesives as required. Adhesives shall be suitable for the components being adhered and the locations where the components are to be mounted or installed;
 2. Adhesives shall not react with surface finishes.
- K. Concrete Bases, Foundations, and Footings:
1. Provide all the concrete work for the wayfinding signs as required;
 2. All concrete work for the wayfinding signs shall be professionally engineered by the Contractor to properly, safely, securely, and permanently support the signs. Formulate the concrete work for the wayfinding signs as required to provide the necessary strength and durability. Coordinate the concrete work for the wayfinding signs with the breakaway capabilities of the signs as required to provide proper breakaway function;
 3. Provide all necessary site inspection, testing, excavation, materials, professional engineering, and installation required for concrete work for the wayfinding signs;
 4. Coordinate concrete work for the wayfinding signs with the construction and mounting of the signs, the sign structures, and the site conditions at each installation location;
 5. The concrete work for the wayfinding signs shall meet all applicable MUTCD, ASTM, AASHTO, FHWA, and MoDOT codes, specifications, standards, guidelines, requirements, performance criteria, rules, and regulations.
- L. Breakaway Capability for Wayfinding Signs:
1. Provide sign posts, sign framing, sign mounting, and sign bases for the wayfinding signs that provide proper roadway sign breakaway function as required;
 2. Provide sign bases and mounting components appropriate for the sign posts and sign framing, the conditions at the installation locations, and to provide proper roadway sign breakaway function. Sign breakaway/slip bases shall meet all applicable MUTCD, FHWA, and MoDOT codes, specifications, standards, guidelines, requirements, performance criteria, rules, and regulations. Indicate all breakaway components in the Shop Drawings;
 3. The sign posts, sign framing, sign mounting, and sign bases for the wayfinding roadway signs shall provide proper roadway sign breakaway capability. The breakaway capability shall meet all applicable MUTCD, ASTM, AASHTO, FHWA, and MoDOT codes, specifications, standards, guidelines, requirements, performance criteria, rules, and regulations.
 4. Provide all the plates, bolts, and all other hardware and components that are required to safely, securely, and properly mount the vehicular wayfinding signs while also providing the proper roadway sign breakaway capability. Coordinate the overall wayfinding sign fabrication with the breakaway components to maintain proper roadway sign breakaway function;
 5. The breakaway components shall be finished to provide optimum corrosion resistance, performance, and longevity. The finishes provided for breakaway components shall not interfere with the component's breakaway capability or function in any way;
 6. The breakaway components and all other related wayfinding sign mounting hardware and components shall comply with all applicable MUTCD, ASTM, AASHTO, FHWA, and MoDOT

codes, specifications, standards, guidelines, requirements, performance criteria, rules, and regulations.

7. See Exhibit 3 for breakaway/slip base diagram.

2.11 FABRICATION – GENERAL

- A. All wayfinding signs shall be structurally sound and carefully fabricated using high quality materials and quality craftsmanship. All wayfinding signs and sign components shall be carefully, properly, securely, and safely assembled and attached. All wayfinding signs and sign components shall be carefully, securely, properly, and safely mounted and installed.
- B. Provide all the required labor, site inspection, testing, professional engineering, parts, hardware, materials, and components required to completely, properly, safely, and securely fabricate and install all the wayfinding signs, all the wayfinding sign structures, and all the wayfinding sign components. Provide all the components required to safely, securely, and properly support the wayfinding signs, the sign faces, and any other components that are mounted to the wayfinding signs.
- C. All wayfinding signs shall be fabricated to have a neat and clean appearance. All wayfinding signs shall be rigid and structurally sound. Wayfinding sign materials, design, sizes, and thickness shall be as shown on Drawings and herein specified. Methods of fabrication, assembly, erection, mounting, and installation, unless otherwise specifically stated shall be at the discretion of the Contractor. Contractor shall guarantee satisfactory performance as herein specified.
- D. All wayfinding sign structural and mounting components including, but not limited to, wayfinding signs, structures, sign hardware, mounting systems, and foundations and footings shall be professionally engineered.
- E. Provide mounting hardware and mounting components that are compatible with the conditions at each of the installation locations. The Contractor shall be responsible for determining the type of mounting hardware and components required to safely, securely, and properly mount the wayfinding signs.
 1. Prior to fabrication, verify the existing conditions at each wayfinding sign mounting location on-site;
 2. Determine the type of mounting hardware and components required for each condition and each location. Provide all required professional engineering;
 3. Indicate the mounting hardware and components in the Shop Drawings;
 4. All mounting hardware and mounting components shall be properly sized, compatible with the wayfinding signs and the structures supporting the wayfinding signs, and shall provide the proper strength and durability;
 5. Use materials and hardware that will provide long service life and will properly, securely, and safely support the wayfinding signs. All mounting components and mounting hardware shall be heavy-duty, durable, high quality, long lasting, vandal-resistant, tamper-resistant, vibration-resistant, and corrosion-resistant components. All mounting hardware and mounting components shall be suitable for long-term use in exposed outdoor locations;
 6. Provide all the necessary hardware and components required to safely, securely, and properly mount the wayfinding signs;

7. There are to be no sharp projections or edges on any of the wayfinding signs, any of the wayfinding sign bases, any of the wayfinding sign mounting hardware, and any of the wayfinding sign mounting components;
- F. All artwork shall be enlarged photographically or digitally to match the sizes and placement as shown in the Drawings. Provide all file preparation required. Prepare digital files and camera ready art. The Contractor shall be responsible for creating all required artwork and layouts. The Contractor shall be responsible for preparing all digital art files for production. Copies of all the digital art files prepared by the Contractor for the Project shall be supplied to the City upon completion of the Work and before Final Payment/Acceptance. Provide each file both as native files in the software used to create the files and as .pdf files.
- G. All wayfinding sign faces and edges shall be flat, rigid, smooth, and free of defects. Edges and corners shall be precise, smooth, true, and free of saw marks, chips, burrs, discoloration, irregularities, and any other defects. Corners shall be eased. Faces and returns shall be flat, precise, smooth, true, and free of saw marks, chips, burrs, discoloration, irregularities, and any other defects. There shall be no sharp or rough edges, no sharp or rough corners, and no sharp or rough projections anywhere on the wayfinding signs. Seams shall have hairline contact. Wayfinding sign faces shall be of sufficient thickness that hardware of materials mounted to or attached to the backs of the sign faces shall not distort or discolor the fronts of the sign faces or otherwise detract from the smoothness and the appearance of the sign faces in any way. Joins shall be undetectable and completely and permanently sealed. There shall be no visible hardware on any sign faces unless indicated in the Drawings. Any visible hardware shall be finished to match the surrounding material.
- H. Provide wayfinding signs and wayfinding sign assemblies that are designed, tested, and installed to withstand positive and negative wind loads and ice loads appropriate for the install locations, and approved by a qualified professional engineer, licensed in the State of Missouri. The maximum stresses and deflections of wayfinding signage and wayfinding signage support systems shall not exceed specified and required performance requirements under full design loading.
- I. Provide all concrete work for the signs as required. Provide all the site inspection, professional engineering, excavation, and materials required to properly install the concrete.
- J. Reinforcing steel rebar or mats and other sign structural components shall be placed according to the Shop Drawings to give adequate support, strength, and stiffness.
- K. Anchor and mounting bolt sizes and types shall be as shown in the Shop Drawings. All anchor and mounting bolts shall be suitable for use in outdoor locations. All anchor and mounting bolts shall be properly tightened and equipped with nut-locking devices when structures are assembled and installed.
- L. Insofar as practicable, fitting and assembly of the Work shall be done in the shop. Work that cannot be permanently shop-assembled shall be completely assembled, marked, and disassembled before shipment, to ensure proper assembly in the field. Unless otherwise noted,

field joints in the face of wayfinding signs will not be allowed. The Contractor shall coordinate the sizes of finished assemblies with access limitations to the final locations.

- M. Aluminum shall be well formed to shape and size. Fabrication shall leave clean, true lines and surfaces. Carefully match exposed Work to produce continuity of line and design. Joints and seams, unless otherwise shown or specified, shall be accurately fitted and rigidly secured with hairline contact. The Contractor shall be responsible for structural details, thickness of metal, and details of assembly and support to give adequate strength and stiffness.

2.12 FABRICATION – ADDITIONAL REQUIREMENTS

- A. Opaque, Retroreflective, and Translucent Vinyl Graphic Films and Sheeting:
 - 1. Opaque, retroreflective, and translucent vinyl graphic films and sheeting shall be handled and applied in accordance with the material manufacturer's instructions, MUTCD, FHWA and MoDOT standards;
 - 2. Graphics produced using opaque, retroreflective, and translucent vinyl graphic films and sheeting shall be produced in accordance with the material manufacturer's instructions.
 - 3. Vinyl graphic films and sheeting applied to sign faces and panels shall be neatly trimmed and properly placed and aligned. The edges of the vinyl graphic films and sheeting shall be smooth and free of any tears, irregularities, and defects;
 - 4. Properly clean and prepare substrates to receive opaque retroreflective, and translucent vinyl graphic films and sheeting;
 - 5. All opaque, retroreflective, and translucent vinyl graphic films and sheeting shall be carefully installed so that the films and sheeting are properly and completely adhered. There shall be no loose edges or gaps between the applied materials and the substrates to which they are adhered. All vinyl graphic films and sheeting shall be installed so that they are completely smooth, flat, even, and without any surface irregularities, wrinkles, air bubbles, and free from any trapped dirt or dust. Seal the trimmed edges of the graphic films and sheeting per the appropriate manufacturer's specifications;
 - 6. For signs with retroreflective sheeting, apply the sheeting to the sign panels so that the pattern in the sheeting is oriented in the same direction on all the wayfinding signs.

2.13 PAINTING AND FINISHING

- A. All wayfinding sign finishes, coatings, and graphic reproduction methods shall be durable, exterior grade, UV resistant, and vandal-resistant. Provide Product Data and information on all the finishes, coatings, and graphic reproduction methods to be used for review by the City.
- B. Finish all wayfinding sign components to protect them from corrosion with materials and finishes as appropriate for the component, its location, its function, and its visibility. Indicate all finishes to be used in the Shop Drawings.
- C. Thoroughly clean and properly prepare all surfaces to be finished in strict accordance with the finish manufacturer's instructions. Follow the paint manufacturer's instructions to properly clean and prepare surfaces to be painted. Remove all dust, dirt, foreign materials, waxes, grease, silicones, and other contaminants from the surfaces to be finished following the manufacturer's recommendations.

- D. Properly protect all surfaces and materials from rust and corrosion at all times.
- E. Protective paint systems shall be applied in the shop as much as possible. All primer shall be applied in strict accordance with the manufacturer's published technical bulletins, procedures, and instructions. Metal material shall be shop coated with at least one (1) coat of primer. Surfaces that will be inaccessible for painting after assembly or installation shall be given at least two (2) shop coats of primer. All primers shall be appropriate for the substrate and the finish, as recommended by the manufacturer.
- F. Provisions should be made for proper handling at all stages of the priming, painting, shipping, storing, erection, and installation for protection of primed and/or painted surfaces from damage or soiling.
- G. The paint topcoat shall be applied in strict accordance with the manufacturer's published technical bulletins, procedures, and instructions.
 - 1. Paint shall be applied in the shop as much as possible;
 - 2. Apply paint topcoat over compatible primer. Apply paint topcoat to achieve the minimum dry film thickness recommended by the manufacturer to provide a high quality, durable finish and optimum corrosion protection.
- H. Apply a non-glare protective clear coat containing UV inhibitors to painted wayfinding sign surfaces. The non-glare protective clear coat shall conform to all applicable ADA guidelines and requirements. The clear coat and the color topcoat shall be manufactured by the same company. Formulate the clear coat to be compatible with the finishes and materials to which it will be applied and to provide maximum protection and longevity. Apply the clear coat to achieve the minimum dry film thickness recommended by the manufacturer to provide a high quality, durable finish and to ensure protection of the finish, color, and substrate underneath.
- I. Paint surfaces and materials as required to provide proper performance, protection, function, appearance, durability, and longevity. Do not paint surfaces and materials where the paint would in any way interfere with proper assembly, installation, mounting, performance, function, appearance, durability, and longevity. Inform the City of any conditions where the wayfinding sign finishes would interfere with the function or longevity of the wayfinding signs.
- J. Field touch up primer after assembly and installation (all interior surfaces including bolted connection nuts and washers, etc.) one coat.
- K. Protection of metals against galvanic action shall be provided wherever dissimilar metals are in contact. Indicate the type of protection to be provided in the Shop Drawings.

PART 3 – EXECUTION

3.10 INSTALLATION

- A. Do not install any wayfinding signs in locations where they cannot be properly, securely, and safely installed. Do not install any signs where they will block traffic signals or otherwise

interfere with traffic regulatory signs. Do not install any signs where they will block exit signs or otherwise interfere with building egress signage. Do not install any wayfinding signs where they may be hazardous to vehicles or pedestrians in any way. Installation of the wayfinding signs shall not proceed until the conditions at the locations where the wayfinding signs cannot be properly, safely, and securely installed have been resolved, corrected, or adjusted by the City, and the Contractor receives written notice.

- B. Notify the City in writing of any unsatisfactory conditions at any of the locations where wayfinding signs are to be installed. Do not proceed with the installation until the unsatisfactory conditions have been resolved, corrected, or adjusted by the City, and the Contractor receives written notice.
- C. Provide all required planning, temporary signage, and barricades for any required lane closures:
 - 1. Coordinate any lane closures required for Work related to the wayfinding sign installation with the City;
 - 2. Schedule Work so that lanes are closed for as short a time as possible. Prior to making any lane closures, provide the City with a schedule outlining when the Work requiring lane closures will be conducted, how much time will be required to complete the Work, and a plan showing how any required lane closures or other traffic disruptions will be safely and effectively managed;
 - 3. Work requiring lane closures shall be scheduled so that it disrupts normal traffic as little as possible. Provide all required temporary signage and barricades. Follow all applicable codes, specifications, standards, requirements, rules, regulations, performance criteria, and guidelines for lane closures and temporary roadway signs.
- D. The schedule for all wayfinding sign installation Work shall be coordinated with the City. Prior to the start of any installation Work, provide the City with an installation schedule for review.
- E. Properly and legally remove from the site and dispose of all rubbish and debris resulting from the Work. Comply with all safety and regulatory standards and all applicable environmental and antipollution laws, rules, and regulations for cleaning and the disposal of all rubbish and debris.
- F. Work areas shall be cleaned each day. Keep work areas clean, safe, and orderly. Remove all rubbish, waste, litter, and other foreign materials. Remove any stains, spills, and debris. Remove all tools, installation equipment, and surplus materials
- G. Complete installation shall be in accordance with manufacturer's printed instructions and the accepted Shop Drawings.
- H. Carefully, securely, properly, and safely install all signs plumb and level and in the correct locations.
- I. Contact appropriate services including, but not limited to, MoDOT, Missouri One Call, and private utilities to locate buried utilities prior to digging.
- J. Concrete Installation

1. At all times while mixing, pouring, and finishing concrete, and at all times while new concrete is curing, provide all necessary protections and measures required to protect the concrete from temperatures, weather conditions, site conditions, or other factors that could adversely affect the performance, appearance, strength, durability, or longevity of the concrete;
 2. Provide all the necessary protections and measures required to establish and maintain the proper conditions, temperature, and moisture levels for concrete to be installed correctly and to cure properly. Properly install concrete so that it will provide the required performance, strength, and durability;
 3. All concrete must be properly mixed for adequate compressive strength. Do not pour concrete into excavations filled with rainwater or add extra water to the concrete mix;
 4. Do not install concrete under conditions that will adversely affect the concrete's performance, strength, or durability. Do not place concrete when the base surface temperature is less than 40 degrees Fahrenheit or when the surface is wet or frozen;
 5. Provide all measures required for new concrete to cure properly. Keep new concrete at the proper and correct temperature and moisture level required for the new concrete to cure properly during all stages of installation and curing;
 6. Confirm all rules and requirements regarding washing concrete trucks or equipment and dumping excess or surplus concrete on-site with the City before any concrete is delivered to the site. Verify proper compliance with all rules and requirements regarding washing concrete trucks or equipment and dumping excess or surplus concrete on-site;
 7. Do not apply protective coatings during inclement weather or when weather forecasts are unfavorable, unless the Work will proceed in accordance with the manufacturer's requirements and instructions. If installation is necessary under conditions not listed in the manufacturer's recommendations, consult the manufacturer's representative to establish the proper requirements, then record in writing the conditions under when the installation must proceed and the provisions made to ensure satisfactory Work.
- K. Protect all installed signs from damage until acceptance by the City.
- L. Do not install any items that are damaged, scratched, or with any other defects.
- M. After installation, clean soiled wayfinding sign surfaces and the installation area. Remove dirt, dust, fingerprints, shavings, adhesives, packing materials, etc. Touch up any scratches in painted surfaces and replace any damaged applied graphics.

3.11 SITE RESTORATION

- A. Repair and restore to original condition and appearance any finishes, surfaces, pavements, landscaping, and any other site conditions, finishes, and features that are affected by the installation of the wayfinding signs.
- B. Coordinate site restoration with the installation so that areas are restored as soon as possible after wayfinding sign installations are completed.

3.12 COMPLETION

- A. The Work shall be under the charge and care of the Contractor until Final Payment/Acceptance by the City, including all Punch List Work and final approval from any and all other agencies that permitting may have been required. The Work shall not be considered as completed and accepted until written notice is received from the City confirming the completion and acceptance of all Work, including Punch List Work.
- B. Upon completion of the Work and before Final Payment/Acceptance, provide the City a complete set of Record Documents that shall include drawings and digital files for all wayfinding signs and wayfinding sign locations showing as-built conditions. Record Documents shall be formatted as specified by the City. The Record Documents shall completely document all the Work as actually located, built, and installed. The Record Documents shall also include complete documentation of any and all changes made to the Work as shown in the Contract Documents and the Shop Drawings.
- C. Upon completion of the Work and before Final Payment/Acceptance, provide the City with a complete set of digital files for all Submittals.
- D. All digital files and artwork are to be preserved and shall become the property of the City.

PART 4 – RELATED DOCUMENTS

The following related documents are referenced throughout this document and are included with the bid documents on the City's website. The intention of these attachments is to illustrate the intended concepts as a starting point for design and pricing.

4.10 Exhibits

- A. Exhibit 1 – Wayfinding Sign Examples / Drawings
- B. Exhibit 2 – Wayfinding Sign Locations
- C. Exhibit 3 – Breakaway/Slip Base Diagram
- D. Exhibit 4 – Sample Agreement

PART 5 – BIDDING INSTRUCTIONS

5.10 PRICING INFORMATION

- A. Include pricing using the Bid Form - Pricing.
 - 1. The work to be performed consists of providing a finished product and generally includes, but is not limited to, the following: permitting, fabrication, installation and restoration.
 - 2. Bids shall be on a unit price basis. Prices provided in Bid Form - Pricing are all inclusive of providing a complete final product. There shall be no charges passed on to the City that are not included in the unit price.
 - 3. Unit prices are to be totaled for a lump sum.

- B. Explain your qualifications and experience related to this project. Provide examples of recent completed projects. Provide experience of Key Personnel. (See Experience Questionnaire)
- C. Provide any other relevant information or examples.

PART 6 – PROJECT SCHEDULE

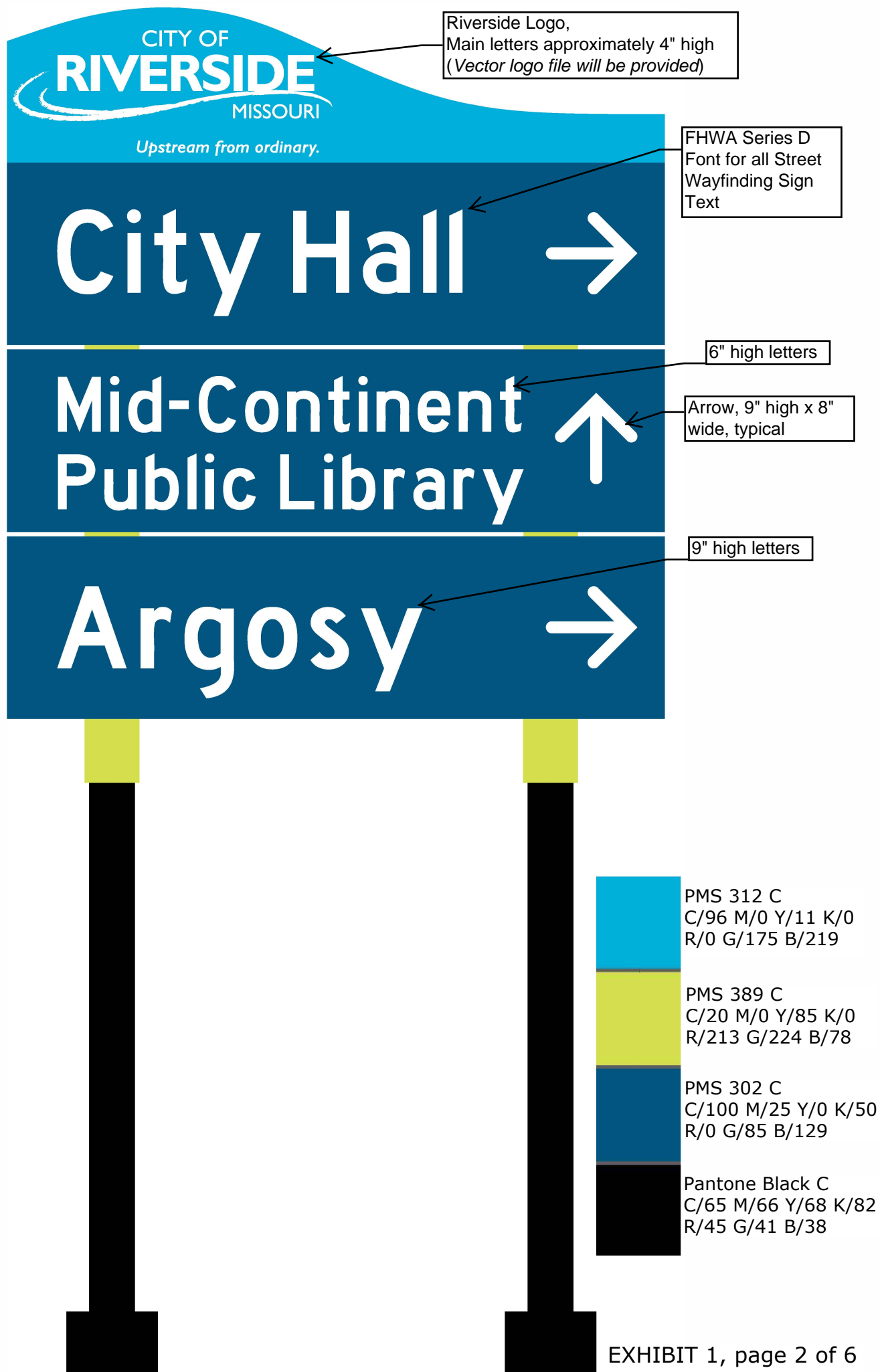
6.10 PROJECT SCHEDULE

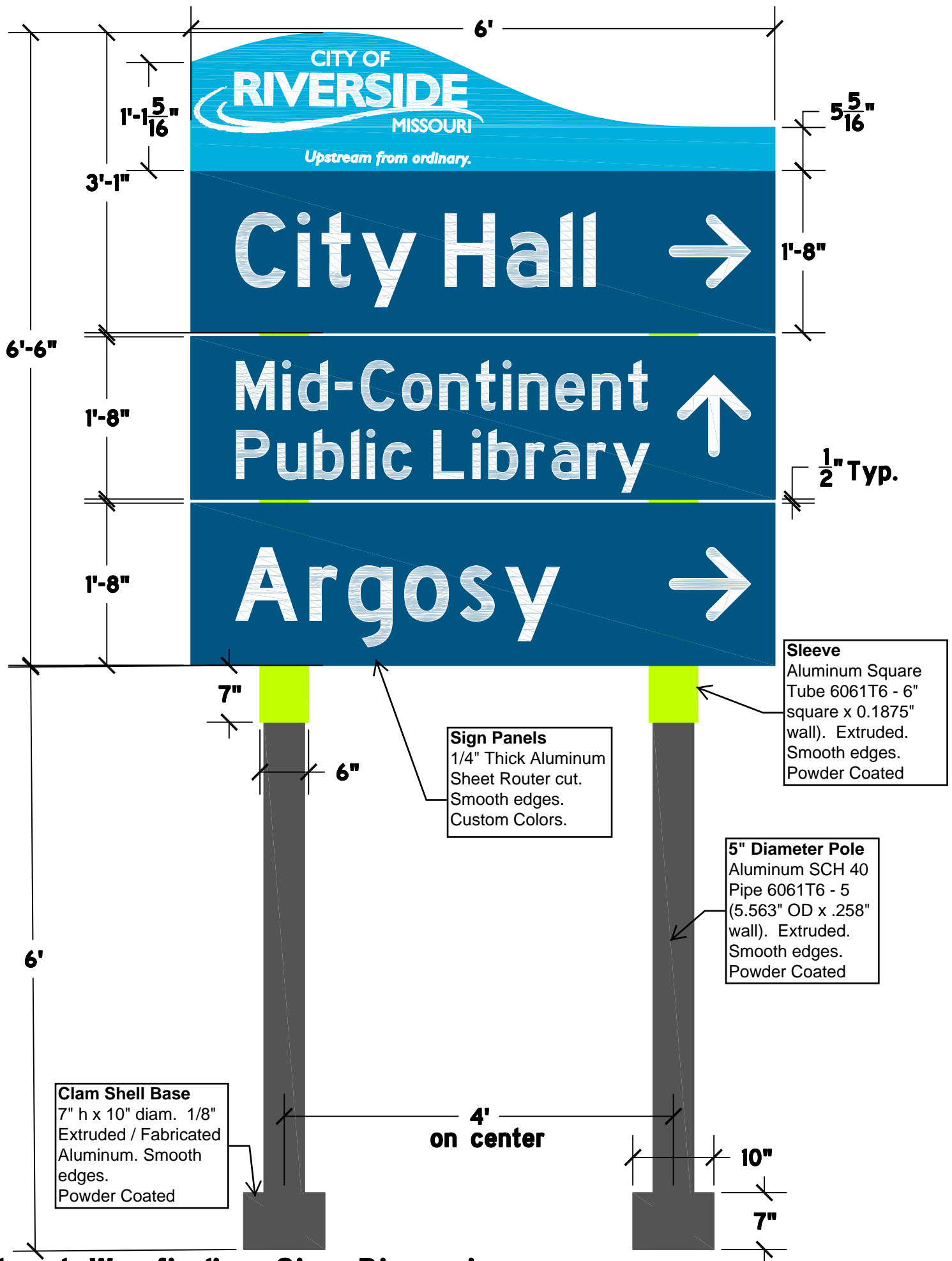
- A. Proposers are asked to prepare a project schedule broken down by key project tasks provided in Section the project schedule is subject to the following conditions.
 - 1. Bid Opening: March 26, 2021 after 10:00am
 - 2. Anticipated Notice of Award: April 6, 2021
 - 3. Construction Complete: August 5, 2021

END OF SECTION

Street Wayfinding Sign – Message Schedule

Sign Number	Description
1	EH Young Park →
	Argosy Casino Hotel & Spa →
2	City Hall ←
	EH Young Park →
	Argosy Casino Hotel & Spa →
3	City Hall ←
	Linear Park →
	Mid Continent Public Library ←
4	City Hall ↑
	Mid Continent Public Library ↑
	Argosy Casino Hotel and Spa ←
5	Linear Park ↑
	EH Young Park →
	Argosy Casino Hotel & Spa →
6	City Hall ←
	Homestead Park ↑
	Mid Continent Public Library →
7	City Hall ↑
	EH Young Park ←
	Argosy Casino Hotel & Spa ←
8	City Hall →
	EH Young Park ↑
	Argosy Casino Hotel & Spa ↑





Street Wayfinding Sign Dimensions

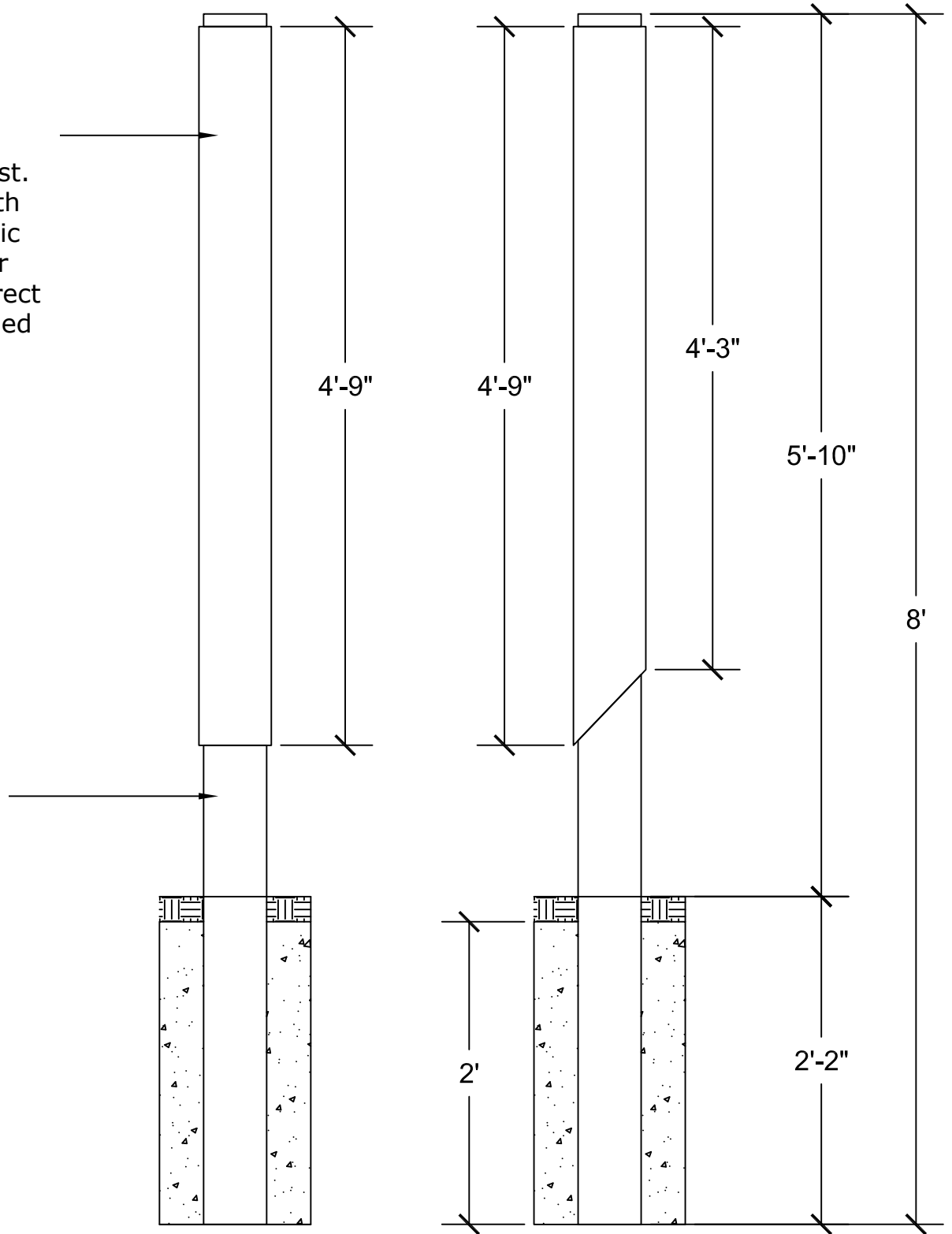
Not to Scale

Exhibit 1, page 4 of 6
Trail Wayfinding Sign List

Sign #	Description	Sign Side	# of Sides	Location	Approx. Coordinates
1	Welcome to Riverside	North	3	Line Creek Trail, just south of I-29. West side of Trail.	39.1894, -94.60993
	911 Safety	East			
	Directional	South			
2	Access to Gateway Ave, Direc.	North	4	Line Creek Trail, just south of I-29. West side of Trail, south of Mandan.	39.18437, -94.60988
	911 Safety	East			
	Access to Gateway Ave, Direc.	South			
	Line Creek Trail Direc. N & S	West			
3	Line Creek Trail Direc. S	North	4	Homestead Park @ NW Homestead Rd. South side of trail, east side of road.	39.18, -94.61112
	911 Safety	East			
	Line Creek Trail Direc. N	South			
	Welcome to Homestead Park	West			
4	Access to Vivion Rd	North	3	Line Creek Trail, North of Vivion Rd. West side of Trail. North of walkway up to Vivion Rd.	39.17907, -94.61101
	911 Safety or Directional	East			
	Line Creek Trail Direc. N & S	South			
5	911 Safety	North	4	Line Creek Trail, South of Vivion Rd. At intersection of access to Vivion Rd. and Trail.	39.17858, -94.61099
	Vivion Rd Direc.	East			
	Vivion Rd Direc.	South			
	Line Creek Trail Direc. N	West			
6	911 Safety	North	4	Vivion Rd Trail at Klamm Rd. South side of Trail. West side of Klamm Rd.	39.17927, -94.6089
	Vivion Rd Direc.	East			
	Vivion Rd Direc.	South			
	Vivion Rd Trail Direc.	West			
7	Dirac. to Linear	North	4	Interurban Trail @ NW Woodland St. East side of trail. North side of road.	39.1744, -94.61156
	Dirac. to Interurban N.	East			
	to NW Gateway Ave, IT Title	South			
	911 Safety	West			
8	Welcome to Linear Trail	North	4	Linear Trail @ NW Woodland St. West side of trail. South side of road.	39.17427, -94.61087
	911 Safety	East			
	Dirac. to Inter/Indian Hills/Gateway	South			
	Dirac. Linear Trail	West			
9	Welcome to Linear Trail	North	4	Linear Trail @ NW Palisades Dr. West side of trail. South side of road.	39.17427, -94.61087
	911 Safety	East			
	Dirac. to Inter/Palisades/Gateway	South			
	Dirac. to Inter/Palisades	West			
10	911 Safety	North	4	Linear Trail @ Parking Lot. South side of trail. East side of access trail.	39.17059, -94.61047
	Linear Trail Direc.	East			
	Welcome to Linear Trail	South			
	Linear Trail Direc.	West			
11	Linear Trail Direc.	North	4	Linear Trail @ Waterfall Park or NW Valley Ln. East side of NW Valley Ln. North of Linear Trail.	39.16847, -94.60383
	Linear Trail Direc.	East			
	911 Safety	South			
	Welcome to Waterfall Park	West			
12	Welcome to Riverside, Direc.	East	3	Linear Trail, City limits, north side of NW Platte Dr. North side of trail.	39.16731, -94.6003
	Linear Trail Direc	West			
	911 Safety	South			
13	Welcome to Renner Brenner Park	North	4	Jumping Branch & Line Creek Trail. Entrance off of Renner Brenner Parking Lot.	39.17566, -94.61424
	911 Safety	East			
	LCT JBT Direc.	South			
	LCT JBT Direc.	West			
14	JBT Direc.	North	3	Mid-way on Jumping Branch Trail for 911 Safety.	39.17946, -94.61585
	911 Safety	West			
	JBT Direc.	South			
15	Welcome to JBT	North	4	Jumping Branch Trail @ NW 50th St. East side of trail. South side of NW 50th St.	39.18321, -94.61719
	JBT Direc.	East			
	Trail ends, Direc.	South			
	911 Safety	West			
16	Welcome to LCT, Direc.	North	4	Intersection of Line Creek Trail with access to Cliffview / Vivion intersection. North side of trail. South side of Cliffview Dr.	39.17392, -94.61591
	LCT Direc.	East			
	911 Safety	South			
	LCT Direc.	West			
17	LCT / MRT Direc.	North	4	Intersection of Line Creek Trail with Missouri Riverfront Trail. East side of LCT. North of Argosy Casino Pkwy.	39.16274, -94.62121
	LCT / MRT Direc.	East			
	LCT / MRT Direc.	South			
	911 Safety	West			
18	MRT Direc.	North	3	Intersection of MRT with Tremont Trafficway. East side of Tremont. South side of Argosy Casino Pkwy.	39.1623, -94.62465
	911 Safety	West			
	MRT Direc.	South			
19	MRT Direc.	North	3	Intersection of MRT with Levee Ramp by Argosy.	39.15998, -94.62412
	911 Safety	West			
	MRT Direc.	South			
20	MRT Direc.	North	3	Horizons Pkwy & Argosy Casino Pkwy. MRT and Horizons Pkwy trail. West side of Horiz Pkwy.	39.15825, -94.64092
	911 Safety	East			
	MRT / Horiz. Direc.	South			
21	E.H. Young Park	North	4	EHY Trail at South Parking Lot. Start point for MRT and LCT at EHY.	39.1618, -94.61447
	LCT / MRT Direc.	East			
	911 Safety	South			
	LCT / MRT Direc.	West			
22	Missouri Riverfront Trail	North	4	South of West Trailhead for MRT.	39.17574, -94.65767
	911 Safety	East			
	MRT Direc	South			
	MRT Direc.	West			
23	MRT Direc.	West	3	MRT, Mile Marker 4.4	39.1761, -94.65801
	MRT Direc.	East			
	911 Safety	South			

Aluminum box
(0.1875" min.)
over square post.
Box painted with
Matthews Acrylic
Polyurethane or
equivalent. Direct
printed or applied
vinyl reflective
graphics.

5" Square
aluminum
(0.258" wall)
powder coated
post



Trail Wayfinding Sign Detail

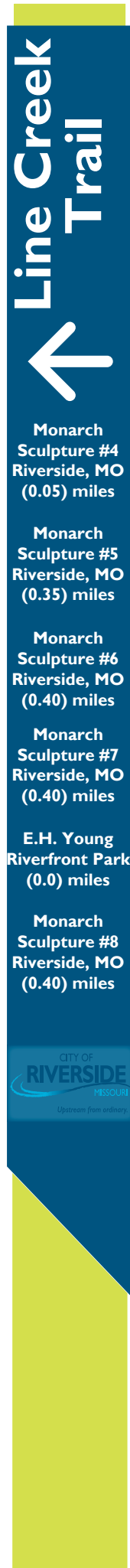
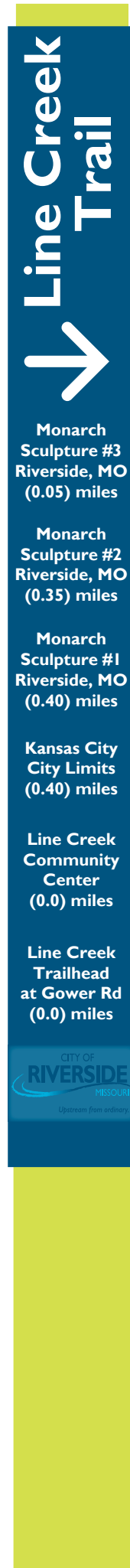
Scale 1" = 1'

EXHIBIT 1, page 5 of 6

Typical Sign Installation Detail. When sign is to be installed near roadway, a break-away post may be required. Contractor to submit shop drawing for break-away post detail.

BLUE TRIANGLE
C/72 M/53 Y/0 K/12

RED
C/0 M/99 Y/100 K/0



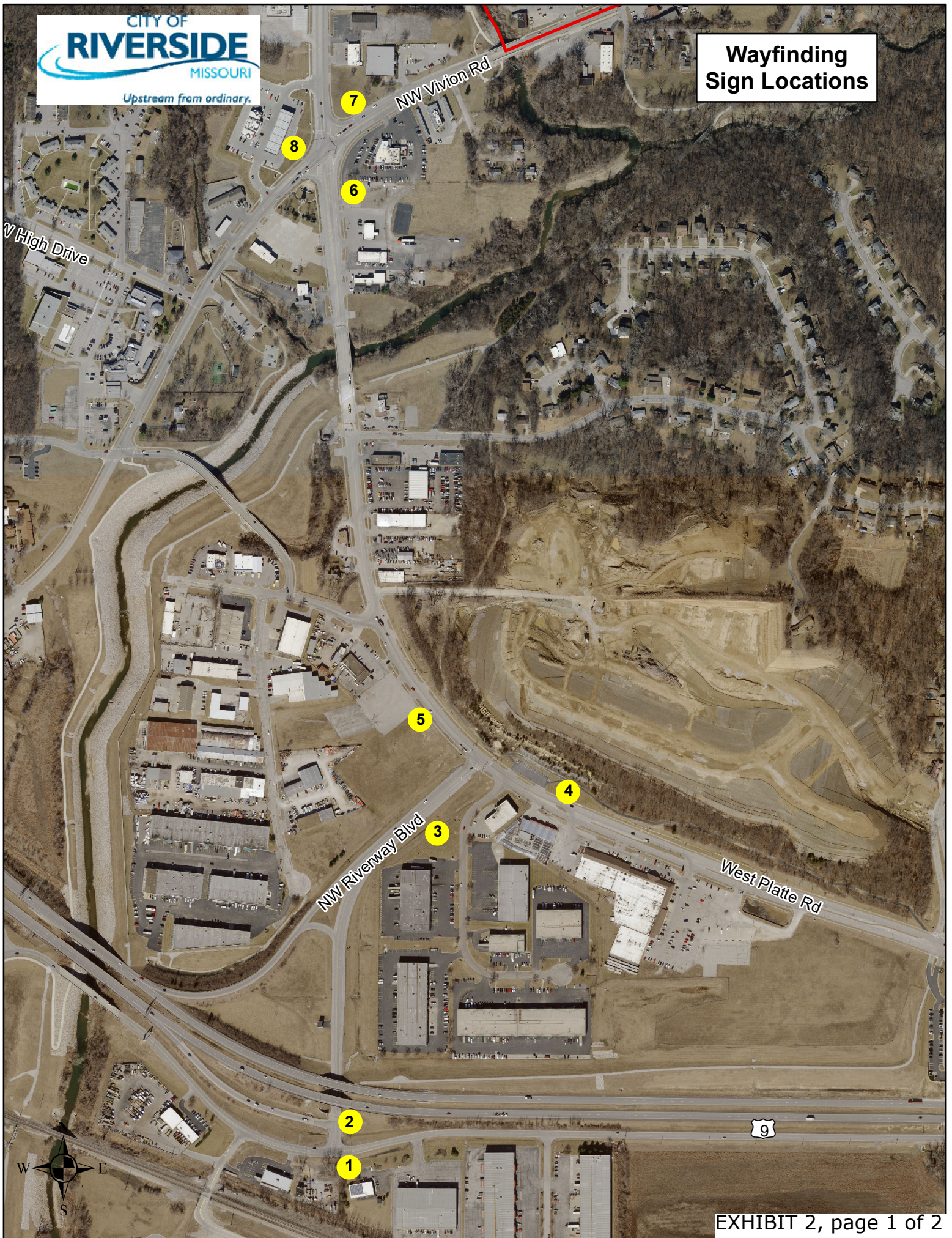
SIGN TEXT
Sample exhibit of possible text on each trail wayfinding sign. Typical sign will include 911 safety section, mileage, location, and Riverside logo. Directional text will vary. Riverside will provide complete message schedule once bid has been accepted.

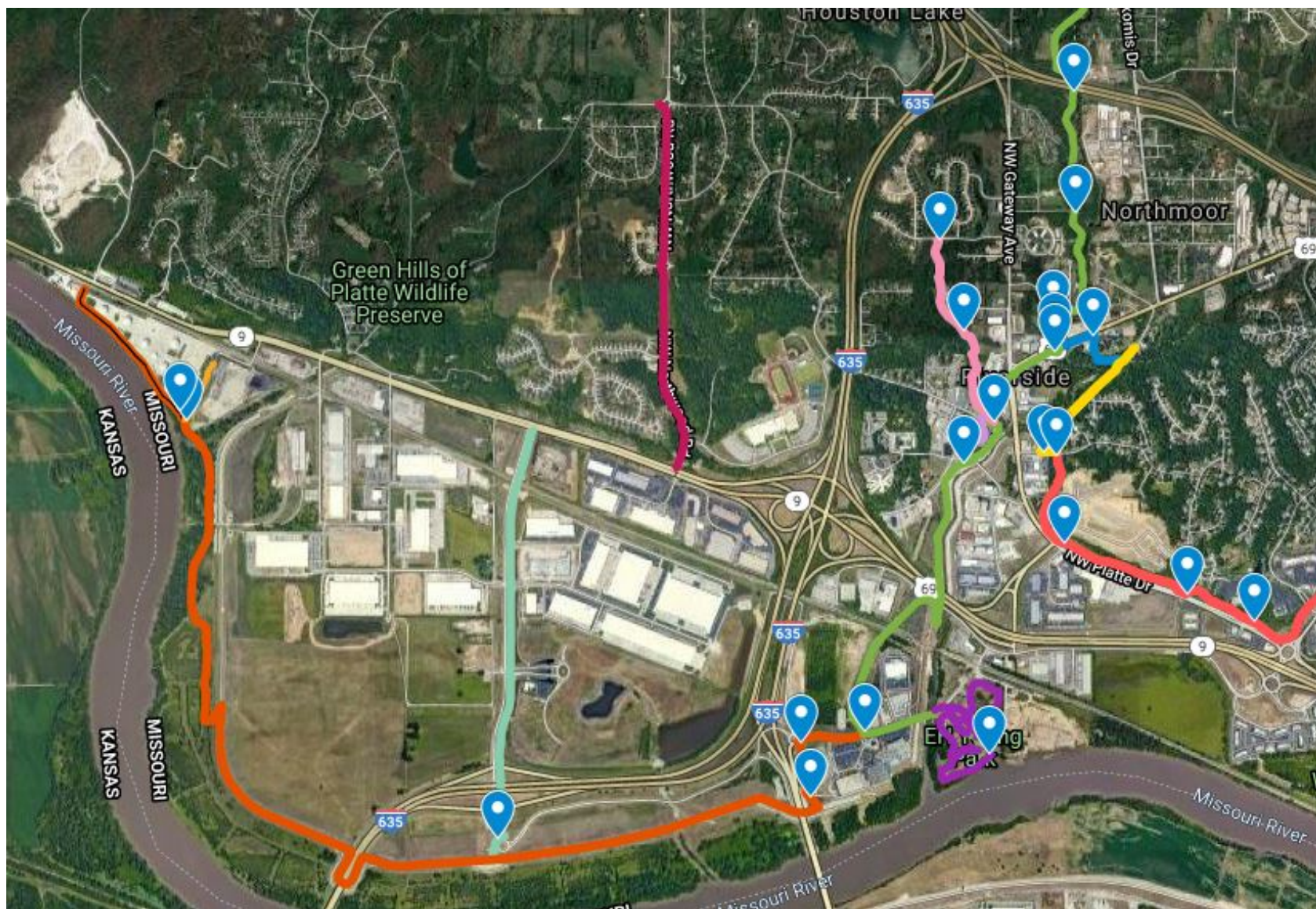
LOGO
Print-ready logo will be provided by Riverside.

BLUE BOX
PMS 302 C
C/100 M/25 Y/0 K/50
R/0 G/85 B/129

GREEN POST
PMS 389 C
C/20 M/0 Y/85 K/0
R/213 G/224 B/78

**Wayfinding
Sign Locations**





City of Riverside, MO

Proposed locations for trail signs. Coordinates listed on Exhibit 1, page 4 of 6

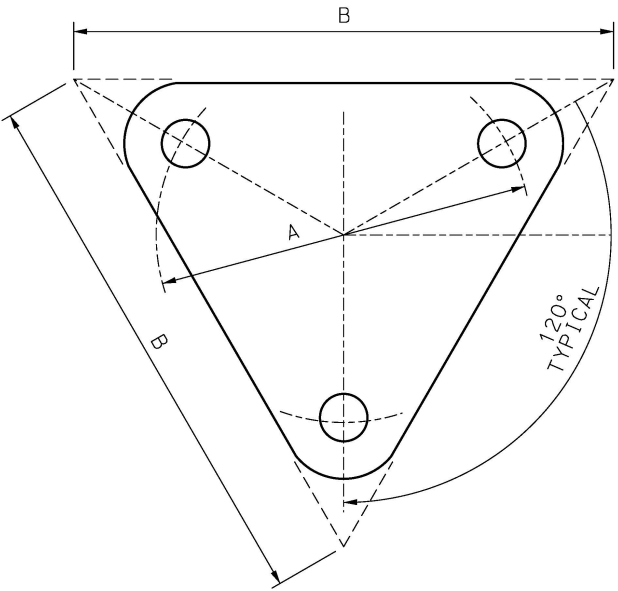
Unit Stresses of Reinforced Concrete						
Class of Concrete	Aggregate Maximum Size (Inches)	Cement Factor (barrels per cubic yard)	f'_c (psi)	f_c (psi)	n (*)	E_c (ksi)
A-1	3/4	1.6 (Min.)	5,000	2,000	6	4074
B	1	1.4 (Min.)	3,000	1,200	10	3156
B-1	1	1.6 (Min.)	4,000	1,600	8	3644
B-2	1	1.875 (Min.)	4,000	1,600	8	3644

(*) Values of n for computations of strength only.

ROUND PIPE POST FOR GROUND MOUNTED SIGNS												
POST NOM SIZE (IN. - ID)	BOLT			WASHER			BASE CONNECTION DATA TABLE (IN.)					
	DIA IN.	LENGTH IN.	TORQUE IN.-LB.	OD IN.	ID IN.	THICK IN.	A	B	C	R	T	W
2 1/2	1/2	3 1/2	140	1 1/16	1 1/32	1/8	6 1/4	9	1/4	9/32	1	1/4
3	5/8	3 3/4	345	1 5/16	1 1/16	1/8	7 3/16	10	1/4	3/8	1	5/16

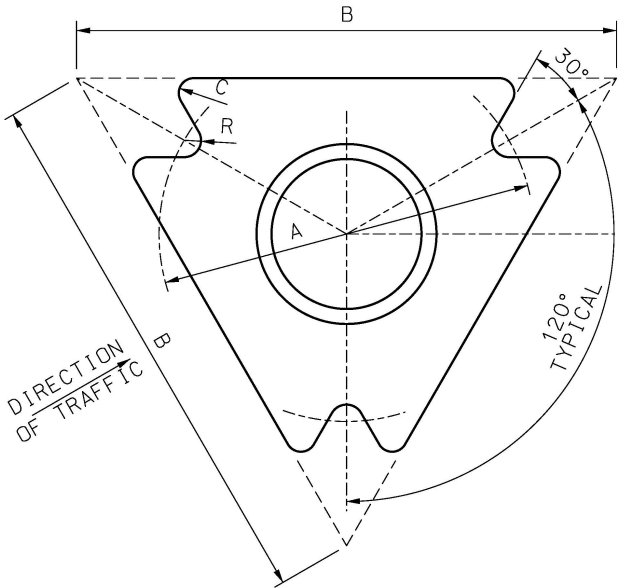
ROUND PIPE POST AND FOOTING DATA TABLE						
NOM. SIZE (IN.)	WEIGHT		STUB LENGTH	FOOTING		CONCRETE C.Y.
	LBS/FT	LBS/IN		DIA.	DEPTH	
2 1/2	5.79	0.48	4' - 3 1/2"	12"	4'-6"	0.13
3	7.58	0.63	4' - 3 1/2"	12"	4'-6"	0.13
4	10.79	0.90	5' - 3 1/2"	18"	5'-6"	0.36

Minimum Dimensions.
Actual dimensions for
5" round post to be
provided on Shop
Drawings, certified by
Missouri licensed
professional engineer.



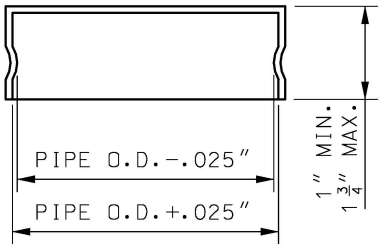
BOLT RETAINER

SHEET METAL BOLT RETAINER CUT FROM 30 GAUGE GALVANIZED SHEET METAL. PLACE BETWEEN BASE PLATES. SIZE VARIES TO FIT PLATE. BOLT HOLES SHALL BE 1/16" LARGER THAN REQUIRED BOLT SIZE.



PLAN VIEW

ROLLED CRIMP TO ENGAGE PIPE O.D.




FRICTION CAP

NOTE:

FOR GENERAL NOTES, SEE SHEET 1 OF 16.

FOR MOUNTING HEIGHT AND OFFSET DETAILS, SEE STANDARD PLANS SHEET 10 OF 16.



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI

NICOLE A. KOLB HOOD

NUMBER PE-2001018754

PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

POST INSTALLATION DETAILS

PIPE POST

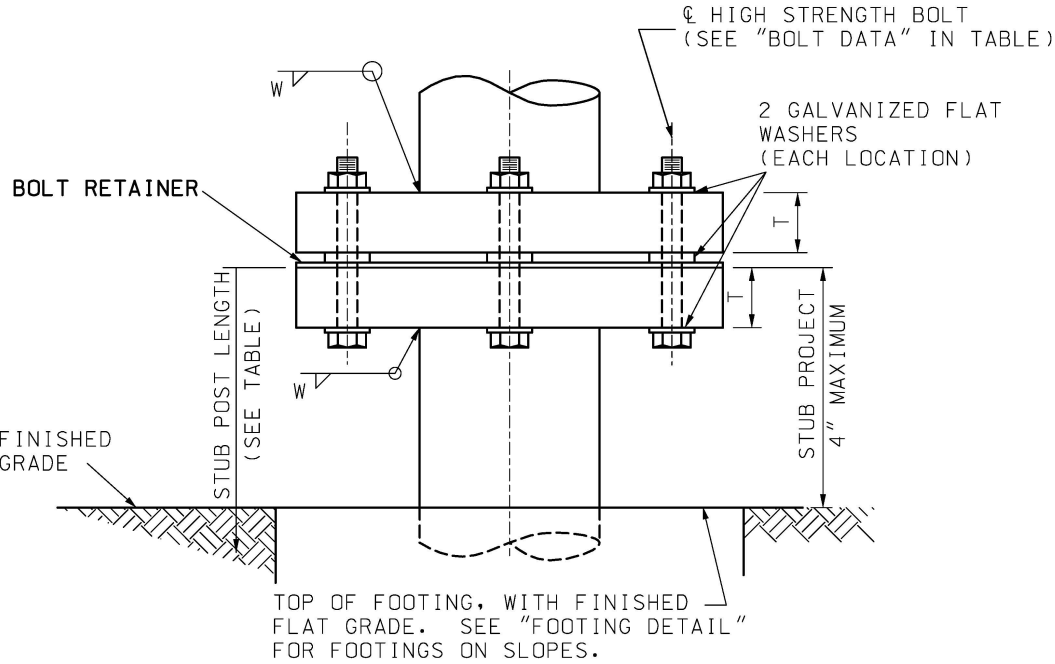
EXHIBIT 3

DATE EFFECTIVE: 01/01/2021

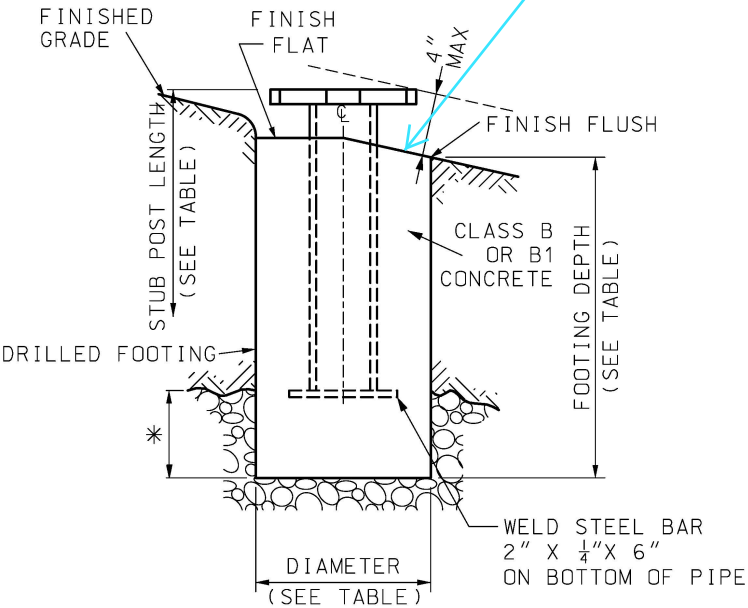
DATE PREPARED: 10/14/2020

903.03BN

SHEET NO. 5 OF 16



ELEVATION
(STEEL PIPE POST BASE CONNECTION)
MULTI-DIRECTION SLIP BASE



FOOTING DETAIL

* PIPE 3" DIA. AND UNDER:
2' MAXIMUM IN ROCK,
PIPE OVER 3" DIA.:
3' MAXIMUM IN ROCK

EXHIBIT 4
AGREEMENT
BETWEEN
CITY OF RIVERSIDE, MISSOURI AND

Contractor: Star Signs, LLC

FOR
COMPLETION OF
2021 WAYFINDING SIGN PROJECT

Project No. 350-082

RESOLUTION NO.: _____

CONTRACT PRICE: **\$126,850.00**

AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR

2021 WAYFINDING SIGN PROJECT

Project No: 350-082

THIS AGREEMENT, made and entered into as of the ____ day of April, 2021, by and between the City of Riverside, Missouri (“City”), and Star Signs, LLC (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Resolution No. _____, duly approved on the ____ day of April, 2021 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 have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” has the meaning set forth in the recitals of this Agreement.
- B. “Application for Payment” has the meaning set forth in Article VI, Paragraph A of this Agreement.
- C. “City” has the meaning set forth in the preamble of this Agreement.
- D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.

- E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.
- F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.
- G. “Contractor” has the meaning set forth in the preamble of this Agreement.
- H. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.
- I. “Project” means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.
- J. “City’s Contact” means the following employees of the City of Riverside who shall manage the Project on behalf of the City: Mike Duffy - mduffy@riversidemo.com or Noel Bennion – nbennion@riversidemo.com , 816-741-3993.
- K. “Subcontractor” means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.
- L. “Substantial Completion” means 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.
- M. “Work” or “Work on the Project” means 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 the Project Scope 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.

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’s Contact 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's Contact may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The City's Contact 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's Contact 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's Contact, 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, and the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

ARTICLE III CONTRACT AMOUNT

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of One Hundred Twenty-Six Thousand Eight Hundred Fifty Dollars (\$126,850.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid Form completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid Form 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 Form 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 Form 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 Form. All Work not specifically set forth in Contractor's Bid Form 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 Form.

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 08/05/2021 or 120 Calendar Days from Notice to Proceed. 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. 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.

D. 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.

E. 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

F. 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.

G. 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 the 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

H. 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's Contact 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.

I. SHOP DRAWINGS. Contractor shall submit to City's Contact 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's Contact. 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's Contact'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's Contact 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's Contact'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's Contact.

J. 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's Contact. 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.

K. 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's Contact timely notice of readiness. The Contractor will then furnish the City's Contact the required certificates of inspection, testing approval. Inspections, tests or approvals by the City's Contact 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's Contact 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's Contact it must, if requested by the City's Contact, be uncovered for the City's Contact's observation and replaced at the Contractor's expense. If the City's Contact considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the City's Contact's request, will uncover, expose or otherwise make available for observation, inspection or testing as the City's Contact may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment.

L. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site

all Work rejected by the City's Contact 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 City 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.

M. 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.

N. 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 City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

O. 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.

P. **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 Form 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 City's Contact.

Q. **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, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. REQUEST FOR BID
2. GENERAL TERMS AND CONDITIONS
3. SPECIAL CONDITIONS

4. BID FOR UNIT PRICE
5. BID FORM – VARIATIONS
6. BID FORM – PRICING
7. BID BOND - SECURITY
8. EXPERIENCE QUESTIONNAIRE
9. AFFIDAVIT OF WORK AUTHORIZATION
10. STATEMENT OF WORK
11. PROJECT SCOPE
12. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
13. TIME FOR COMPLETION
14. NOTICE TO PROCEED
15. APPLICATION FOR PAYMENT FORM
16. CHANGE ORDER FORM
17. CERTIFICATE FOR SUBSTANTIAL COMPLETION
18. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
19. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
20. 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 in accordance with the terms hereof in substantially the form attached hereto as Exhibit C (an "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 Payment to the City's Contact. In addition to the amount of payment requested in the Application for Payment, each Application for Payment 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 for Payment 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 for Payment 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 for Payment, or return the Application for Payment 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's Contact and Administrator. City's Contact shall review each Application for Payment and certify for payment such amounts as City's Contact 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 an Application for Payment, 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's Contact'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 for Payment, 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 Application for Payment 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 a final Application for Payment, all requirements of the Contract Documents are complied with, and City's Contact issues his or her certificate to that effect. The Engineer's Certificate of Acceptance will be on the form attached hereto as Exhibit J. City, within thirty (30) days after the delivery of Engineer's

Certificate of Acceptance, 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 final Application for Payment as claimed by Contractor. All claims not identified in the final Application for Payment are waived. Any payment, however final or otherwise, shall not release the Contractor 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 Agreement.

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 Form, 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 Form, 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) year 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 Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City 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 Agreement 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 Applications for Payment:

If to the City:

Mike Duffy
2950 NW Vivion Rd.
City of Riverside, MO
Riverside, MO 64150
mduffy@riversidemo.com

If to the Contractor:

Name:
Title:
Street Address:
City, State Zip:
Email:

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) 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's Contact 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 probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of Work in violation of the terms of the Contract Documents.

ARTICLE XV TERMINATION FOR CONVENIENCE

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

ARTICLE XVI COMPLIANCE WITH LAWS

A. Contractor shall comply 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 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. RESERVED.

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 Agreement 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 enter into other contracts in connection with the 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 enter into 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 the periods shown in section 1.17 of the Project Scope. The date of completion for all scopes of work shall be the last date of acceptance of all Work in this Agreement. 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 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 its 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 Agreement shall be deemed to be inserted herein and this Agreement 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 this Agreement 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: _____

Brian E. Koral
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 2021 WAYFINDING SIGN PROJECT (350-082), 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 _____ Dollars (\$ _____) 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: _____

Date: _____

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
_____ Dollars
(\$ _____) 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 2021 WAYFINDING SIGN PROJECT (350-082) 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: _____

Date: _____

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



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.04
Boilermaker	*\$28.32
Bricklayer	\$57.42
Carpenter	\$57.36
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$28.32
Plasterer	
Communications Technician	\$58.21
Electrician (Inside Wireman)	\$65.07
Electrician Outside Lineman	*\$28.32
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$28.32
Glazier	\$55.03
Ironworker	\$64.15
Laborer	\$45.80
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$28.32
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$56.63
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$47.99
Plumber	\$69.83
Pipe Fitter	
Roofer	\$53.40
Sheet Metal Worker	\$67.16
Sprinkler Fitter	*\$28.32
Truck Driver	*\$28.32
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.23
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$28.32
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.37
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.71
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$47.34
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

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

EXHIBIT D
Time for Completion
2021 WAYFINDING SIGN PROJECT (Project No. 350-082)

Time for Completion: 08/05/2021 or 120 Calendar Days from Notice to Proceed

EXHIBIT E



NOTICE TO PROCEED

DATE: _____
PROJECT: 2021 WAYFINDING SIGN PROJECT
PROJECT NO.: 350-082
ORD / RESO: _____ (approved _____)

TO: Contractor: _____
(address) _____

You are hereby notified to commence work on or after the ____ day of ____, 2021 in accordance with the Agreement dated _____.

The date of substantial completion is 08/05/2021. The project shall be completed and ready for final payment by _____.

CITY OF RIVERSIDE

BY: _____
Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____
(Signature) (Printed)

(Title) (Company)

this the _____ day of _____, 2021.

(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version nbennion@riversidemo.com or by calling 816-372-9028)

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(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version nbennion@riversidemo.com or by calling 816-372-9028)





EXHIBIT H

Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Project Name: 2021 WAYFINDING SIGN PROJECT	Project #: 350-082
Requestor 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 the City, Contractor, and the 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 the City 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

The City'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 the City	(Print & Sign)	Date
----------------------	----------------	------

EXHIBIT I
CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
(to be completed at conclusion of project)

2021 WAYFINDING SIGN PROJECT (Project No. 350-082)

STATE OF _____)
COUNTY OF _____) SS:

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
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 J
SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
(to be completed at conclusion of project)

2021 WAYFINDING SIGN PROJECT (Project No. 350-082)

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 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 K
ENGINEER/CONSULTANT'S CERTIFICATION
For Acceptance and Final Payment
(to be completed at conclusion of project)

City of Riverside, Missouri

Project Name: 2021 WAYFINDING SIGN PROJECT

Project No: 350-082

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____.

(SEAL)

Signature: _____

Typed Name: _____

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

Kathleen L. Rose, Mayor

(SEAL)

Attest: _____
Robin Kincaid, City Clerk

Date: _____

cc: Contractor

A RESOLUTION AWARDDING THE CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT TO KENTON BROTHERS LOCKSMITHS, INCORPORATED, AND APPROVING AN AGREEMENT SUCH PROJECT

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

THAT the proposal of Kenton Brothers Locksmiths, Incorporated for the City Complex Video and Access Control Project is hereby accepted and approved; and

FURTHER THAT an agreement by and between the City of Riverside and Kenton Brothers Locksmiths, Incorporated in the amount of \$703,637.00, in substantially the same form as attached hereto and incorporated herein by reference, is hereby authorized and approved, and the Mayor is authorized to sign such agreement on behalf of the City; and

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

PASSED AND ADOPTED by the Board of Aldermen the 5th day of April 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

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

Contractor: Kenton Brothers Locksmiths, Incorporated

**FOR
COMPLETION OF**

**CITY COMPLEX VIDEO AND ACCESS CONTROL
PROJECT**

ORDINANCE / RESOLUTION NO.: _____

CONTRACT PRICE: \$703,637.00

AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR

CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between the City of Riverside, Missouri (“City”), and Kenton Brothers Locksmiths, Incorporated (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

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

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

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

ARTICLE I DEFINITIONS

As used in this Agreement and the other Contract Documents, the following words and phrases shall have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” means the City Administrator.
- B. “Application for Payment” has the meaning set forth in Article VI, Paragraph A of this Agreement.
- C. “City” has the meaning set forth in the preamble of this Agreement.
- D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.
- E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.
- F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.
- G. “Contractor” has the meaning set forth in the preamble of this Agreement.
- H. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.
- I. “Project” means the City Complex Video and Access Control Project for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.

J. “Resident Project Representative” means the following employee of the City of Riverside who shall manage the Project on behalf of the City: Jason Ketter.

K. “Subcontractor” means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.

L. “Substantial Completion” means 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.

M. “Work” or “Work on the Project” means 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) 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.

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 Resident Project Representative 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 Resident Project Representative may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Resident Project Representative 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 Resident Project Representative 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 Resident Project Representative, 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, and 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 not to exceed: Seven Hundred and three thousand, six hundred and thirty seven Dollars (\$703,637.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount." The Contract Amount is determined by the following:

Base Project

1. Access Control System (ACS): \$275,354.00.
2. Video Management Software System (VMS/CCTV): \$348,715.00
3. Integrated Intercom Solutions (IIS): Included in ACS.
4. Evidence Locker Solution: \$18,854.00.
5. City Operations Tower/Antenna Systems: \$20,000.00.

Additional Work:

6. Video Wall in dispatch: \$32,636.00
7. Additional security access controls for evidence room:
 - a. 1 idemia Bio-reader for access controls to evidence room for heightened security and chain of custody management: \$1,778.00.
8. Controlled access locker system to processing & evidence area:
 - a. One 26 door locker system for chain of custody management: \$18,854.00.
9. Exit readers"
 - a. Exit readers on exterior egress doors for in building headcount management and employee safety: \$6,300.00.

Contact Amount: \$703,637.00.

B. The not-to-exceed Contract Amount is subject to final determination of Work performed at unit prices set forth in the RFP completed by Contractor. The quantities of unit price Work set forth in Contractor's RFP 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 RFP will be based on actual quantities as determined by City subject to the not-to-exceed amount. 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 RFP 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 RFP. All Work not specifically set forth in Contractor's RFP 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 RFP.

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 180 Calendar Days from Notice to Proceed. 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. **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, provided Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather, and provided further that such work schedule must be approved by the City.

D. **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.

E. **PHOTOGRAPHS OF PROJECT.** The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below. Pictures shall be taken from the same elevation so the building letters.

1. Pre-Construction photos - minimum of 0 digital shots
2. Construction photos of significant changes - minimum of 0 digital shots
3. Post Construction photos - minimum of 0 digital shots

F. **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.

G. **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 the 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

H. **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 Resident Project Representative 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.

I. **SHOP DRAWINGS.** Contractor shall submit to Resident Project Representative 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 Resident Project Representative. 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 Resident Project Representative'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 Resident Project Representative 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. Resident Project Representative'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 Resident Project Representative.

J. **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 Resident Project Representative. 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.

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

L. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site all Work rejected by the Resident Project Representative 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 City 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.

M. 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.

N. SURVEYS, PERMITS AND REGULATIONS. 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.

O. **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. 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.

P. **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, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. Request for Proposals for City Complex Video and Access Control Project, dated December 4, 2020
2. Addendum dated December 23, 2020
3. Addendum dated January 27, 2021
4. Question and Answer - Packet 1 (on file with Resident Project Representative)

5. Question and Answer - Packet 2 (on file with Resident Project Representative)
6. Contractor's Proposal for the City of Riverside, Missouri – Bid for City Complex Video & Access Control RFP – dated 02/01/2021, 12pm
7. This Agreement including all of its attachments and exhibits (A-N)
8. Payment Bond

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 in accordance with the terms hereof in substantially the form attached hereto as Exhibit H (an "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 Payment to the Resident Project Representative. In addition to the amount of payment requested in the Application for Payment, each Application for Payment 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 for Payment 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 for Payment 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 for Payment, or return the Application for Payment 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 Resident Project Representative and Administrator. Resident Project Representative shall review each

Application for Payment and certify for payment such amounts as Resident Project Representative 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 an Application for Payment, 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 Resident Project Representative'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 for Payment, 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 Application for Payment 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 a final Application for Payment, all requirements of the Contract Documents are complied with, and Resident Project Representative issues his or her certificate to that effect. City, within thirty (30) days after the issuance of Resident Project Representative 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 final Application for Payment as claimed by Contractor. All claims not identified in the final Application for 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 Payment Bond.

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 Agreement.

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

- a. Each occurrence \$2,000,000.00
 - b. General aggregate \$3,000,000.00
 - c. The following coverage shall be included:
 - Blanket contractual liability
 - Products/completed operations
 - Personal/advertising injury
 - Broad form property damage
 - Independent contractors
 - Explosion, Collapse, and Underground Damage
2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$1,000,000.00 for each accident.
3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:
- | | | |
|----|-----------------------------|----------------------------|
| a. | Workers' Compensation | Statutory |
| b. | Employer's Liability: | |
| | • Bodily injury by accident | \$1,000,000.00 |
| | • Bodily injury by disease | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "A-" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional 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) year 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.

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, 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 Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City 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 Agreement 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:

<u>If to the City:</u>		<u>If to the Contractor:</u>	
Name:	Brian Koral	Name:	Garrett Scarlett
Title:	City Administrator	Title:	Senior Security Consultant
Street Address:	2950 NW Vivion Rd	Street Address:	3401 E. Truman Road
City, State Zip:	Riverside, Mo 64150	City, State Zip:	Kansas City, Mo 64127
Email:	bkoral@riversidemo.com	Email:	garets@kentonbrothers.com

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 Resident Project Representative 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 Agreement 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 enter into other contracts in connection with the 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 enter into 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 Agreement. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the Work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other Work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the Work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment 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 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 its 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 & CERTIFICATION

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. Contractor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act and to execute its certification in the form contained in Exhibit A.

ARTICLE XXVIII INDEPENDENT CONTRACTOR

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

ARTICLE XXIX CONFLICT

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

ARTICLE XXX PAYMENT BOND

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Payment Bond in form set forth in Exhibit 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 Agreement shall be deemed to be inserted herein and this Agreement 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 this Agreement 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: _____

Brian E. Koral
City Administrator

CITY OF RIVERSIDE:

By: _____

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

CONTRACTOR:

Kenton Brothers Locksmiths, Incorporated

By: _____

(Signature)

Printed Name: _____

Title: _____

ATTEST:

SECRETARY, _____

(Name Printed)

EXHIBITS

- A. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION
- B. PAYMENT BOND
- C. PREVAILING WAGE RATES
- D. TIME FOR COMPLETION
- E. SCOPE OF WORK
- F. RESERVED
- G. NOTICE TO PROCEED
- H. APPLICATION FOR PAYMENT
- I. CHANGE ORDER
- J. CERTIFICATE OF SUBSTANTIAL COMPLETION
- K. RESERVED
- L. CONTRACTOR AFFIDAVIT OF FINAL PAYMENT
- M. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
- N. RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATION

EXHIBIT A

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term “boycott”, please refer to RSMo. §34.600.3.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

Kenton Brothers Locksmiths, Incorporated:

By: _____

Name: _____

Title: _____

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
_____ Dollars
(\$_____) 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 City Complex Video and Access Control Project 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: _____

Date: _____

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

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



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.04
Boilermaker	*\$28.32
Bricklayer	\$57.42
Carpenter	\$57.36
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$28.32
Plasterer	
Communications Technician	\$58.21
Electrician (Inside Wireman)	\$65.07
Electrician Outside Lineman	*\$28.32
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$28.32
Glazier	\$55.03
Ironworker	\$64.15
Laborer	\$45.80
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$28.32
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$56.63
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$47.99
Plumber	\$69.83
Pipe Fitter	
Roofer	\$53.40
Sheet Metal Worker	\$67.16
Sprinkler Fitter	*\$28.32
Truck Driver	*\$28.32
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.23
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$28.32
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.37
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.71
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$47.34
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

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

EXHIBIT D
Time for Completion

City Complex Video and Access Control Project

Time for Completion: 180 Calendar Days from Notice to Proceed

EXHIBIT E

SCOPE OF WORK

The Project's Scope of Work is as provided for in the following documents:

1. Request for Proposals for City Complex Video and Access Control Project, dated December 4, 2020
2. Addendum dated December 23, 2020
3. Addendum dated January 27, 2021
4. Question and Answer - Packet 1 (on file with Resident Project Representative)
5. Question and Answer - Packet 2 (on file with Resident Project Representative)

EXHIBIT F

RESERVED

EXHIBIT G



NOTICE TO PROCEED

DATE: _____

PROJECT: City Complex Video and Access Control Project

ORD / RESO: _____ (approved _____)

TO: Contractor: _____
(address) _____

You are hereby notified to commence work on or after the ____ day of ____, 2020 in accordance with the Agreement dated _____.

The date of substantial completion is 1/20/2021. The project shall be completed and ready for final payment by _____.

CITY OF RIVERSIDE

BY: _____
Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____
(Signature) (Printed)

(Title) (Company)

this the _____ day of _____, 2021.

EXHIBIT H

APPLICATION FOR PAYMENT Continuation Sheet for Application for Payment

(Contact Jason Ketter, jketter@riversidemo.com, with the City for an electronic version)

CITY OF RIVERSIDE MISSOURI		PAY APPLICATION NO. _____		Page 1 of 7																																																																																											
Project No. _____		Project Name _____		Date _____																																																																																											
City of Riverside 3550 NW Wilson Road Riverside Missouri, 64150																																																																																															
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	\$ -																																																																																											
			Balance to Finish Project, including Retainage	\$ -	Present contract amt - Previous payments - amount due this app																																																																																										
			N Project Complete to Date MON/OI																																																																																												
CONTRACTOR'S Certification for payment: 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 contract and prior Applications for Payments; (2) title to all work, materials and equipment incorporated in said Work or otherwise leased to 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 CONTRACTOR 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.		ENGINEER'S Certification for Payment: 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 \$ _____		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 _____ City _____ Administrator Approved: _____ Greg Mills Signed Date _____																																																																																											
<table border="1"><thead><tr><th>Item</th><th>Description of work</th><th>Unit</th><th>Contract Quantity</th><th>Unit Bid</th><th>Contract \$ Amount</th><th>Stored Materials</th><th>Completed To Date</th><th>\$ Completed 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>9A</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>						Item	Description of work	Unit	Contract Quantity	Unit Bid	Contract \$ Amount	Stored Materials	Completed To Date	\$ Completed To Date	1									2									3									4									5									6									7									8									9A								
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EXHIBIT I

CHANGE ORDER

(Contact Jason Ketter, jketter@riversidemo.com, with the City for an electronic version)



CHANGE ORDER NO. _____

Page Number: 1 of _____
 # of Pgs Attached: _____
 Date Prepared: _____

Contractor Name: _____

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.

				REQUIRED CHANGES IN PRESENT CONTRACT				
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

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: City Complex Video and Access Control Project	
Requestor 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 the City and Contractor, 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 the City 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

The City'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.

Accepted by Contractor (Print & Sign)	Date
---------------------------------------	------

Accepted by the City (Print & Sign)	Date
-------------------------------------	------

EXHIBIT K

RESERVED

EXHIBIT L

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

(to be completed at conclusion of project)

City Complex Video and Access Control Project

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)

City Complex Video and Access Control Project

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

RESIDENT PROJECT REPRESENTATIVE CERTIFICATION For Acceptance and Final Payment

(to be completed at conclusion of project)

City of Riverside, Missouri

Project Name: City Complex Video and Access Control Project

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 Resident Project Representative on this _____ day _____, 20____.

(SEAL)

Signature: _____

Typed Name: _____

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

Kathleen L. Rose, Mayor

(SEAL)

Attest: _____

Robin Kincaid, City Clerk

Date: _____

cc: Contractor

RESOLUTION NO. R-2021-034

**A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES
WITH WSKF, INC.**

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

THAT the Agreement for Architectural Services between the City and WSKF, Inc., attached hereto in its substantial form, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City; and

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____, 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Fifth day of March in the year Two Thousand Twenty One (March 25, 2021)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Riverside
2950 NW Vivion Road
Riverside, MO 64150

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

WSKF, Inc.
110 Armour Road
North Kansas City, MO 64116

for the following Project:
(Name, location and detailed description)

Riverside Public Safety - Fire Renovation and Police Addition
2990 NW Vivion Road
Riverside, Missouri 64150

EXISTING FACILITY RENOVATION/EXPANSION

An envisioned scope of work for the existing Riverside Public Safety Facility provides for renovation of approximately 6,000 square feet, additions of approximately 4,000 square feet and interior finishes encompassing approximately 6,400 square feet as well as site improvements to fulfill the expansion requirements and the current sanitary sewer issue. The current estimated cost for construction and Fixtures, Furnishings and Equipment (FF&E) is \$2.8M to \$2.9M. The scope of work will also include mechanical, electrical and plumbing upgrades to include such work as 1) Rooftop Unit Replacement, 2) Apparatus HVAC (contaminant management), 3) Bunkroom Pressurization (infection control), 4) Digital Controls (remote management and monitoring of HVAC systems), 5) Electrical upgrades to accommodate mechanical work, and 6) Relighting of areas outside renovation/expansion.

WSKF Project No. 21010

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 11 COMPENSATION
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Project Design Team Members:

- 1) Architect/Interior Design - WSKF, Inc.
- 2) Structural Engineer - Bob D. Campbell & Co.
- 3) MEP Engineer - PKMR Engineers
- 4) Civil/Landscape - Bartlett & West Engineers

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate

.2 Automobile Liability

\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate

.3 Workers' Compensation

State Statutory Requirements

.4 Professional Liability

\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Civil Engineering, Landscape Architecture, Low Voltage Cabling, Interior Design and Detailed Cost Estimates are included in the base services.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services ten (10) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however,

that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize

the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Init.

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$243,500.00

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Fee for services listed in Section 4.1 are included in 11.1.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or as agreed in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

Hourly or as agreed in writing.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Twenty Five	percent (25	%)
Construction Documents Phase	Fifty	percent (50	%)
Construction Phase	Twenty Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached hourly rate schedule(s).

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

Init.

(Paragraph Deleted)

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and

(Paragraph Deleted)

- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Eight Percent (8%)

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

Init.

Not required for this project.

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit 'A' - Areas of Work

Exhibit 'B' - Services/Fees

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

City of Riverside

WSKF, Inc.

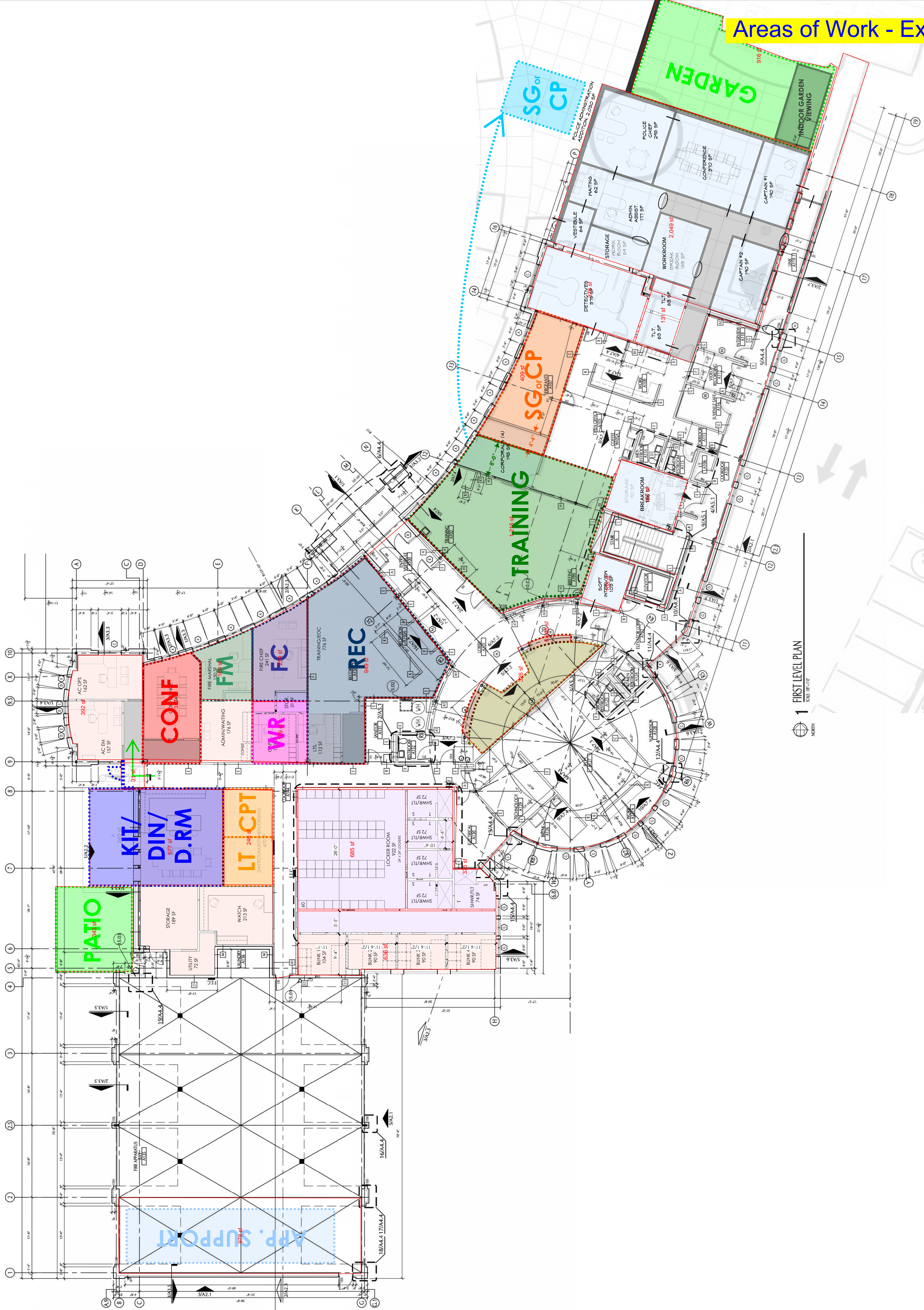
OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Rick Kuhl, Principal

(Printed name, title, and license number, if required)



RIVERSIDE PUBLIC SAFETY - FIRE RENOVATION + POLICE ADDITION

06 / 24 / 2020

Riverside Public Safety - Renovation/Expansion
Riverside, MO

March 2021

Existing Facility Renovation/Expansion

A envisioned scope of work for the existing Riverside Public Safety Facility provides for renovation of approximately 6,000 square feet, additions of approximately 4,000 square feet and interior finishes encompassing approximately 6,400 square feet as well as site improvements to fulfil the expansion requirements and the current sanitary sewer issue. The current estimated cost for construction and Fixtures, Furnishings and Equipment (FF&E) is \$2.8M to \$2.9M. The scope of work will also include mechanical, electrical and plumbing upgrades to include such work as: 1) Rooftop Unit Replacement, 2) Apparatus HVAC (contaminant management), 3) Bunkroom Pressurization (infection control), 4) Digital Controls (remote management and monitoring of HVAC systems), 5) Electrical upgrades to accommodate mechanical work, and 6) Relighting of areas outside renovation/expansion.

Cost Estimate Assumptions

Existing Facility Renovation and Expansion	\$	2,650,000
FF&E	\$	300,000
	\$	2,950,000

Scope of Services

WSKF Architecture & Interior Design Architectural, interior design for all design services including bidding/negotiation and construction administration and bidder solicitation, qualification and recommendation. Review and approval of shop drawings. Site visits throughout construction and final signoff. Processing of pay applications. Warranty issues support; 11-month warranty walk.

WSKF FF&E Fixtures, Furniture & Equipment (FF&E) Services for the renovation and expansion project including design, specification, bidding, procurement oversight, warehousing and installation as well as trouble-shooting FF&E issues.

Bob D Campbell; Structural Engineering Structural design for construction including footing/foundations, wall framing and roof framing. Review of structural shop drawings and details and responding to Request for Information from the builder during construction; limited site visits.

PKMR Engineering; MEP Engineering Mechanical, electrical and plumbing engineering design for bidding and construction. Review of all shop drawings and responding to Request for Information from the builder during construction; site visits as required

BW; Civil Engineering Civil engineering to meet building expansion requirements and existing sanitary sewer issue. Review of all shop drawings and responding to Request for Information from the builder during construction; site visits as required.

Fee Proposal

ARCHITECTURE & INTERIOR DESIGN	STRUCTUAL ENGINEER	MEP ENGINEER	CIVIL ENGINEER	FF&E DESIGN	Total*
\$ 143,000	\$ 5,500	\$ 50,000	\$ 30,000	\$ 15,000	\$ 243,500
Grand Total*					\$ 243,500
Fee %					8.3%

Other Costs

* Excludes expenses; expenses are estimated at \$3000

Design Team

Architect	WSKF	WSKF, Inc.
Interior Design/FF&E	WSKF	WSKF, Inc.
Structural Engineer	BDC	Bob D. Campbell & Co.
MEP Engineer	PKMR	Pearson Kent McKinney Raaf Engineers
Civil Engineer	BW	Barlett & West