



CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

NOTICE TO BIDDERS

Tuesday, April 8, 2016

The City of Parkville, Missouri is seeking sealed bids for the following:

2016 SEWER CCTV & CLEANING PROJECT

Sealed bids will be received by the City of Parkville, Missouri, 8880 Clark Avenue, Parkville Missouri, 64152, Attn: Alysen Abel, Public Works Director until **2:00 p.m. on Thursday, April 28, 2016.**

Deliveries shall be made to Alysen Abel, Public Works Director at City Hall. Bids will be publicly opened and read aloud at approximately 2:05 p.m. in the Public Works Conference Room of City Hall.

The work generally includes basic jetter cleaning and CCTV inspection of selected sanitary sewer lines in the City of Parkville sanitary sewer utility system.

Deliverables include inspection logs, digital photos of all defects, and digital video files.

Each bid must contain the Bid Form included with the bid documents. Each bid must indicate that the bid is based upon completing work as set forth in the Construction Services Agreement and Exhibits. Bids shall remain valid for 30 days.

A complete set of bidding documents may be viewed and downloaded at no cost in electronic (PDF) format from the City's website: www.parkville.gov, under the "Bids and Proposals" page. Bidding documents are also on file for examination at Parkville City Hall.

There is no scheduled pre-bidding conference for this project. Questions concerning this bid may be directed to:

Jay Norco

Contract City Engineer

816-935-2777

northhillseng@gmail.com

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, to re-advertise for Bids, and to negotiate with the lowest responsive, responsible bidder. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or has a record of poor performance with the City, other municipalities, or other clients or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.

The City reserves the right to apply a local preference in awarding the contract. The City of Parkville Purchasing Policy (as adopted by Resolution No. 02-01-13) states the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City.

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Exhibit A2 – Bid Schedule

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Exhibit C – Maps C1, C2 (Two sheets, 11"x17" size)

Sample Services Agreement (To be executed by successful bidder.)

EXHIBIT A1
CITY OF PARKVILLE - 2016 SEWER CCTV & CLEANING
SCHEDULE OF LINE SEGMENTS

NOTES:

- 1 As work progresses, enter actual surveyed length and actual size for each line segment.
 (Measured length shall be center-to-center of manholes.
- 2 Intent is to pass camera with light cleaning, up to two passes with jetter.
- 3 Obtain authorization prior to commencing heavy cleaning.
- 4 Use heavy cleaning only when large deposits of debris are encountered.

TABLE OF LINE SEGMENTS:

Segment I.D.	U/S MH	D/S MH	Pipe Dia, (In)	Material	GIS Length (Ft)	To be completed during Work.			
						Measured Length, (Ft)	Actual Dia, (In)	Unit Cost	Extension
C12A-C12	C12A	C12	6	VCP	229				
C12B-C12A	C12B	C12A	6	VCP	269				
D10A-D10	D10A	D10	8	VCP	261				
D10B-D10A	D10B	D10A	8	VCP	73				
D12B-D12A	D12B	D12A	8	VCP	157				
D13A-D14D	D13A	D14D	8	VCP	132				
D13B-D13A	D13B	D13A	8	VCP	129				
D14A-D14	D14A	D14	8	VCP	216				
D14B-D14A	D14B	D14A	8	VCP	99				
D14C-D14B	D14C	D14B	8	VCP	225				
D14D-D13	D14D	D13	8	VCP	176				
D14D-D13	D14D	D13	8	VCP	176				
D76-D11	D76	D11	8	VCP	63				
D77-D76	D77	D76	8	VCP	268				
D78-D77	D78	D77	8	VCP	265				
H01-WETWELL	H01	WETWELL	8	PVC	159				
H02-H01	H02	H01	8	PVC	80				
H03-H02	H03	H02	8	PVC	31				
H04-H03	H04	H03	8	PVC	84				
H05-WETWELL	H05	WETWELL	8	PVC	48				
H06-H05	H06	H05	8	PVC	79				
H07-H06	H07	H06	8	PVC	181				
H08-H07	H08	H07	8	PVC	26				
H09-H08	H09	H08	8	PVC	138				
H10-H09	H10	H09	8	PVC	151				
H11-H10	H11	H10	8	PVC	67				
H12-H11	H12	H11	8	PVC	89				
H13-H12	H13	H12	8	PVC	255				
H14-H13	H14	H13	8	PVC	316				
H15-H12	H15	H12	8	PVC	205				
J01-D12	J01	D12	8	PVC	131				
J02-J01	J02	J01	8	PVC	284				
J03-J02	J03	J02	8	PVC	143				
J04-J03	J04	J03	8	PVC	107				
J05-J04	J05	J04	8	PVC	212				
J06-J05	J06	J05	8	PVC	67				
J07-J06	J07	J06	8	PVC	113				
J08-J02	J08	J02	8	PVC	276				
J09-J08	J09	J08	8	PVC	170				

Segment I.D.	U/S MH	D/S MH	Pipe Dia, (In)	Material	GIS Length (Ft)	To be completed during Work.			
						Measured Length, (Ft)	Actual Dia, (In)	Unit Cost	Extension
J10-J03	J10	J03	8	PVC	77				
J11-J10	J11	J10	8	PVC	227				
J12-J11	J12	J11	8	PVC	35				
J13-J12	J13	J12	8	PVC	124				
J14-J13	J14	J13	8	PVC	139				
J15-J14	J15	J14	8	PVC	164				
J16-J15	J16	J15	8	PVC	64				
J17-J16	J17	J16	8	PVC	262				
J18-J17	J18	J17	8	PVC	78				
J19-J18	J19	J18	8	PVC	240				
J20-J19	J20	J19	8	PVC	93				
J21-J20	J21	J20	8	PVC	73				
J22-J21	J22	J21	8	PVC	72				
J23-J22	J23	J22	8	PVC	202				
J24-J23	J24	J23	8	PVC	141				
J26A-J26	J26A	J26	8	PVC	138				
J26-J21	J26	J21	8	PVC	234				
J27-J26	J27	J26	8	PVC	257				
J50-L01A	J50	L01A	8	PVC	183				
J51A-J51	J51A	J51	6	PVC	159				
J51C-J51A	J51C	J51A	6	PVC	279				
J51D-D51C	J51D	J51C	6	PVC	236				
J51-J50	J51	J50	8	PVC	238				
J52-J51	J52	J51	8	PVC	85				
J53A-J53	J53A	J53	6	PVC	107				
J53B-J53A	J53B	J53A	8	PVC	79				
J53-J52	J53	J52	8	PVC	148				
J54A-J54	J54A	J54	8	PVC	212				
J54-J53	J54	J53	8	PVC	419				
J55-J54A	J55	J54A	8	PVC	271				
J56-J55	J56	J55	8	PVC	267				
L01A-L01	L01A	L01	8	PVC	120				
L01B-L01A	L01B	L01A	6	PVC	319				
L01-D13	L01	D13	8	CIPP	172				
L02-L01A	L02	L01A	8	PVC	80				
L03-L02	L03	L02	8	PVC	195				
L04-L03	L04	L03	8	PVC	160				
L05-L04	L05	L04	6	PVC	171				
L06-L04	L06	L04	8	PVC	243				
L07-L06	L07	L06	6	PVC	115				
L08-L06	L08	L06	8	PVC	129				
L09-L08	L09	L08	8	PVC	306				
L10-L08	L10	L08	8	PVC	280				

PRELIMINARY TOTAL FOOTAGE: 13,745
(Payment to be made on actual footage, measured center-to-center of manholes.)

**EXHIBIT A2
CITY OF PARKVILLE - 2016 SEWER CCTV & CLEANING
BID SCHEDULE**

No.	Description	Est. Quantity	Unit	Unit Price	Extension
1	CCTV & Basic Cleaning, Size 6"-10"	13,800	LF		
2	Trim intruding service lateral pipe.	8	EA		
3	Heavy Cleaning, with authorization	12	HOURS		

TOTAL BID PRICE: _____

- 1 Quantities are estimates for bidding purposes. Payment will be based on actual measured units.
- 2 Some bid items may not be used, depending on project conditions.

EXHIBIT B

SECTION 02550 SEWER TELEVISION INSPECTION & CLEANING SPECIFICATIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section includes: Work under this section shall consist of sewer cleaning, and closed circuit televising and concurrent video recording of the existing sewers. Contractor will provide Owner with a high quality internal color video recording the internal conditions of the main sewer line and the service connections.
- B. Contractor shall provide all equipment, labor, software, supplies, and other resources to fully accomplish the work.
- C. This work is being performed for the City of Parkville, also referred to in this Section as "Owner" or "City".

1.2 QUALITY ASSURANCE

- A. The internal video inspection shall be performed by a qualified commercial or individual company who is experienced with the television inspection of sanitary sewer lines. CCTV personnel shall be trained and certified in the use of NASSCO's Pipeline Assessment and Certification Program (PACP).

PART 2 EXECUTION

2.1 SEWER JETTER CLEANING

- A. All sewer lines shall be given a basic cleaning prior to commencing CCTV work. Contractor shall use high-pressure jetter equipment. "Basic cleaning" is defined as up to two passes with a jetter nozzle. If more effort is required, Contractor will be compensated for "Heavy Cleaning", using an hourly crew charge. Contractor shall call Owner to obtain authorization prior to commencing heavy cleaning. For authorized "Heavy Cleaning": work, Contractor shall keep a log of line segments cleaned and hours spent on each line segment.
- B. High-Velocity Jet (Hydro-cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The NASSCO Jetter Code of Practice shall be consulted as a guide for the selection of different type nozzles and recommended pressure applications for various cleaning requirements.
- D. Cleaning Precautions: During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water

pressure created does not damage or cause flooding of public or private property being served by the sewer.

- C. Sewer Cleaning: The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner's Representative. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Contractor shall document the existence and location of such blockages.
- D. Root Removal: Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of a packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used at the option of the Contractor.
- E. Intruding Lateral Trimming: All intruding service laterals in 8-inch and larger pipes that block passage of the camera shall be trimmed prior to completing the CCTV inspection of the line segment. Contractor will be compensated for the trimming of each lateral as set forth in the Contract unit pricing. If Contractor believes that an intruding lateral is so damaged or fragile that trimming is not advisable, Contractor shall bring this to the attention of Owner immediately, and show Owner the video footage of said service lateral.
- F. CCTV in Small Pipes: Where 6-inch sewer lines are encountered, Contractor shall attempt exploration using either a push-camera or a small crawler type camera. If the condition of the pipe does not permit exploration, Contractor shall bring this to the attention of Owner.
- G. Contractor shall make arrangements for water supply and hauling of debris.
 - 1. Contractor will pay for the cost of water. Contractor will pick up and use a portable hydrant meter from the water utility in the area: Missouri American Water, whose office is located in downtown Parkville. The water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.
 - 2. Contractor shall collect and dispose of grit, gravel, and heavy solid debris removed in the jetter-cleaning process. All debris in manhole benches and inverts shall be removed. Debris shall be disposed of at the City's McAfee Lift Station, in the location shown on the accompanying maps.

2.1 SEWER VIDEO RECORDING

- A. Camera Equipment: The television camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection.
 - 1. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe.
 - 2. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner's Representative; and if

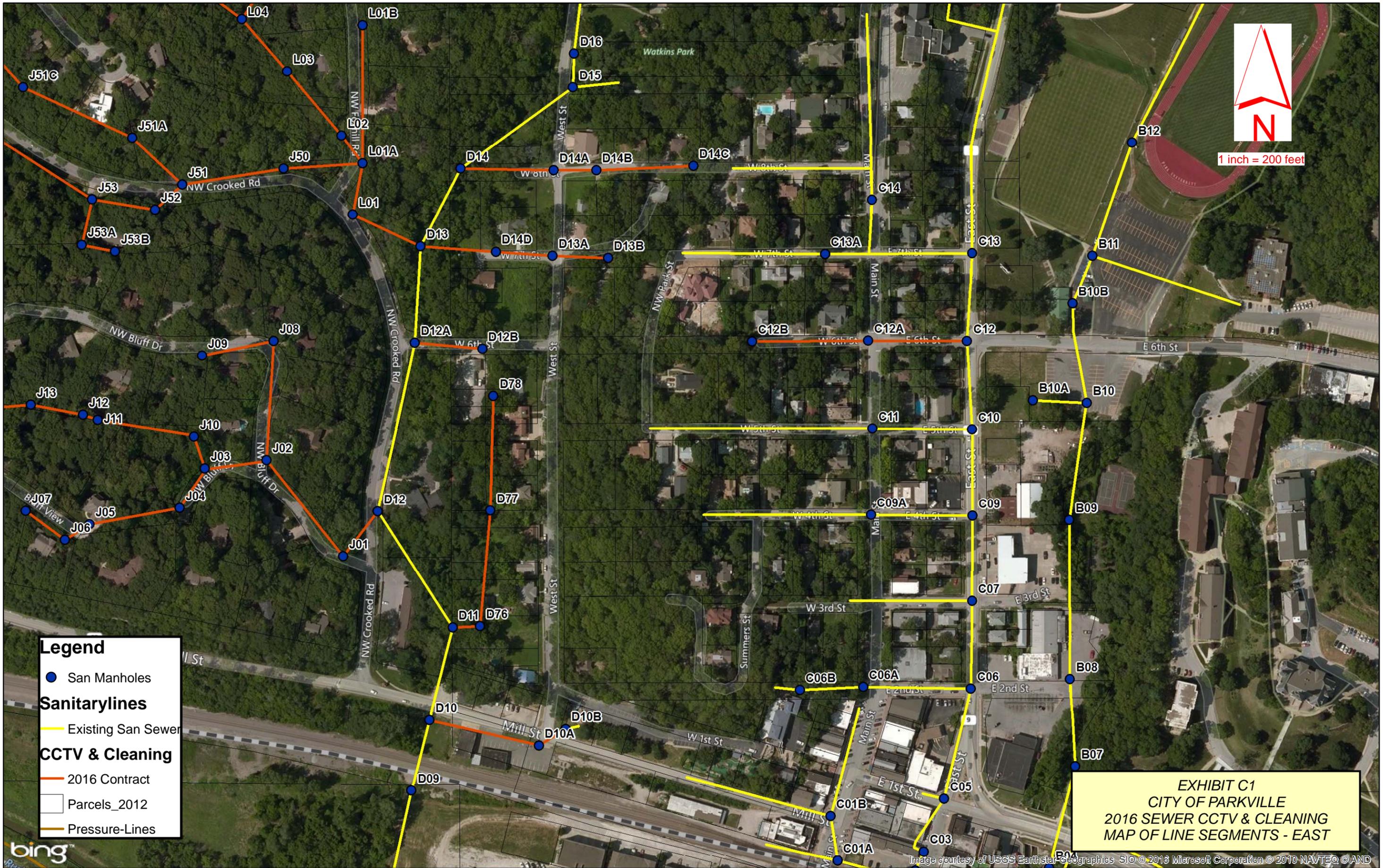
- unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection.
3. Camera shall have pan and tilt capability.
- B. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition.
1. In no case will the television camera be pulled at a speed greater than 30 feet per minute.
 2. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
 3. Camera shall pause to pan and tilt at each service lateral connection, to record the size, condition, and status (active or not) of each service lateral.
 4. Pan and tilt shall also be used to document the severity of defects in the pipe wall.
 5. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete noted as Survey Abandoned and no additional inspection will be required. If the survey of a line segment is abandoned, Contractor shall measure the length of the asset (line segment) and record this total asset length in the inspection log. If attempts are made from both upstream and downstream manholes, and efforts are documented on video, then payment will be made for the entire asset length.
 6. If an intruding service line tap prevents passage of the camera, Contractor shall trim the tap, using a cutter apparatus. Payment will be made at the Contract Unit Price. If a tap appears unstable and is likely to result in damage to the connection, Owner will not require Contractor to trim that tap.
- C. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Owner's Representative.
- D. Buried Manholes: Where buried manholes are shown on the sewer system maps provided by Owner, or discovered by Contractor in collecting CCTV data on line segments scheduled to be surveyed, Contractor shall document the manhole. Contractor shall locate the buried manhole using a transmitter attached to the camera. Contractor shall mark the center of the buried manhole using green paint and a one-half inch diameter piece of steel rebar driven into the ground.

2.1 SEWER VIDEO RECORDING

- A. Documentation of the television results shall be as follows:
1. Television Inspection Logs: Electronic media location records shall be kept by the Contractor and will clearly show the location, by distance in 1/10 of a foot from the **manhole center**, in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, cracks, fractures, broken pipe, presence of scale and corrosion, and other discernible features, as defined in the PACP defect codes, will be recorded on electronic media and a copy of such records will be supplied to the Owner.

2. Digital photographs of the pipe condition and all defects shall be taken by the Contractor. Photographs shall be located by distance in 1/10 of a foot from the **manhole center**, in relation to an adjacent manhole.
 3. Electronic media recordings: The purpose of electronic media recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed by the Owner. Each original electronic media recording of conditions and defects will be delivered to the Customer upon completion of a specific line section.
- B. Deliverables to Owner shall include:
1. One set of DVD's with all electronic files containing: Inspection logs (with PACP defect codes and ratings), digital photos of all defects, and digital video files.
 - a. DVD's shall be numbered and provided with a table of contents indicating which line segments are contained therein.
 - b. Inspection logs shall contain a graphic depicting the sewer line segment and showing the location and direction of lateral connections, defects, material changes, etc.
 - c. Inspection logs shall present the PACP scoring for each line segment, adjacent to the pipe-run graphic.
 - d. When reverse set-ups are used to survey a given line segment, the logs shall be presented in consecutive order.
 - e. Digital video files shall be recorded with one file for each line segment, and the file name shall correspond to the line segment ID used by Owner.
 2. Two hardcopies of inspection logs (color prints). Note: Inspection logs shall be organized and presented in the same order that the lines occur on the DVD's.
- C. Quality Control: If the quality of the video, inspection logs, and defect photos are not clear and meet the reasonable satisfaction of Owner, Contractor shall revise and, if necessary, repeat the inspection.

END OF SECTION



Legend

- San Manholes
- Sanitarylines**
- Existing San Sewer
- CCTV & Cleaning**
- 2016 Contract
- Parcels_2012
- Pressure-Lines



1 inch = 200 feet

EXHIBIT C1
CITY OF PARKVILLE
2016 SEWER CCTV & CLEANING
MAP OF LINE SEGMENTS - EAST



Image courtesy of USGS Earthstar Geographics SIO © 2016 Microsoft Corporation © 2010 NAVTEQ © AND



Legend

- San Manholes
- Sanitarylines**
- Existing San Sewer
- CCTV & Cleaning**
- 2016 Contract
- ▭ Parcels_2012
- Pressure-Lines

EXHIBIT C2
CITY OF PARKVILLE
2016 SEWER CCTV & CLEANING
MAP OF LINE SEGMENTS - WEST

CONSTRUCTION SERVICES AGREEMENT SEWER CCTV & CLEANING

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 20____ by and between the CITY OF PARKVILLE, MISSOURI (“City”) and _____ (“Contractor”).

WHEREAS, the City requires cleaning and closed circuit television (CCTV) inspection of sanitary sewers within the City of Parkville, as described in Exhibit “A” to this Agreement (the "Construction Services"); and

WHEREAS, the City will use the CCTV data to evaluate sewer system assets and plan for repairs and renewal of the sanitary sewer pipelines; and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor is an independent contractor with the necessary equipment, skills, and qualifications to provide the CCTV and cleaning services.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term “Services” when used in this Agreement shall mean any and all sewer cleaning and CCTV inspection work and related services provided by the Contractor in accordance with this Agreement.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Services described herein and in Exhibits A1, A2, B, and C attached hereto and incorporated by reference.
 - i. Perform basic jetter cleaning of sanitary sewer lines, as set forth in Exhibit A1- “Schedule of CCTV Segments”, and as shown on the accompanying maps in Exhibit C, titled “City of Parkville – 2016 Sewer CCTV and Cleaning” (2 maps total).
 - ii. Perform sewer cleaning work, CCTV inspection work, and submit deliverables as set forth in Exhibit B – “Sewer Television Inspection and Cleaning Specifications”.
- C. Upon written authorization of the City, perform heavy cleaning of sewer line segments that have heavy deposits of debris or cannot be adequately cleaned with basic cleaning, as defined in Exhibit B. The City agrees to the following to assist the Contractor in the delivery of the Services:
 - i. Furnish a location to dispose of solids and sediment removed from the sanitary sewers during the cleaning process.
 - ii. Assist the Contractor in locating manholes.
- D. The City reserves the right to direct revision of the Services at the City’s discretion. Contractor shall advise the City of additional costs and time delays, if any, in performing the revision, before Contractor performs the revised services.

- E. Contractor shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Contractor shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Contractor represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
 - i. Services will be billed on a unit price basis, for completion of actual measured quantities or work, as set forth in Contractor's Bid Schedule, which is attached to this Agreement as Exhibit A2. Compensation shall not exceed the Contractor's Total Bid Price as indicated on Exhibit A2 by more than three percent (5%) without prior written approval from the City.
 - ii. Contractor is not eligible for reimbursement for miscellaneous expenses including travel, transportation, fuel, water, etc.
- A. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers of Lien and Releases of Claim on the forms attached as **Exhibit "B-1"** to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial lien waivers on the form attached as **Exhibit "B-2."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- B. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be completed within one hundred (100) calendar days of receiving the notice to proceed. The Contractor will be responsible for liquidated damages of one hundred dollars (\$100) per calendar day if the Services are not completed within 45 calendar days of receiving the Notice to Proceed.
- D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- E. If **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

V. CHANGES

- A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
- B. Contractor shall provide Construction Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

VI. INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Construction Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by

Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City.

- B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VII. INSURANCE

- A. Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "C."**

VIII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be

played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

IX. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.
- B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

X. OWNERSHIP OF WORK PRODUCT

- A. Contractor agrees that any documents, materials and/or work products produced in whole or in part by or through it under this Agreement, any intellectual property rights of Contractor therein (collectively the "Works") are intended to be owned by the City. Accordingly, Contractor hereby assigns and agrees to assign to the City all of its right title and interest in and to such Works.

XI. RELATIONSHIP OF THE PARTIES

- A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XII. PERFORMANCE AND PAYMENT BONDS

- A. If the price for the Scope of Work set forth on Exhibit "A" is \$25,000 or more, the Contractor shall provide a Performance Bond and a Payment Bond with a surety admitted in the State of Missouri and satisfactory to the City, on bond forms which are attached to the Agreement as Exhibits "F-1" and "F-2. No payment shall be released to Contractor until such surety bonds are received, reviewed by the City, and found to be acceptable.

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

XIII. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:

XIV. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XV. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or

5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
 1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Direct the work of subcontractors; and
 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.
 - E. When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.
 - F. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XVI. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. 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.
 2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

CONTRACTOR

By: _____

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

EXHIBIT B-1

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT B-2

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State Commission Expires

EXHIBIT C

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of

the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. Upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. Promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT D

MISSOURI WORKER ELIGIBILITY AFFIDAVIT

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Subcontractor to make representation on its behalf.
2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

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

Notary Public

My commission expires:

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

Before me, the undersigned Notary Public, personally appeared _____ who is _____ (title) of _____ (a corporation/partnership/sole proprietorship/limited liability company, and states that he/she is authorized to make this affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in 292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

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

Notary Public

My commission expires:
