



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Contract/Project No. _____

Project Title

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) BID INCENTIVE

1. **Invitation to Bid.** Procurement Services, General Services Department of Kansas City of Kansas City, Missouri will receive sealed Bids until **2:00 PM, on _____** at City Hall, 414 E. 12th Street, 1st Floor, Room, 102W Kansas City, Missouri, 64106 for **Demolition**. All Bids will be opened and read aloud after that time at the same location.
 - a. All Bids shall be addressed to the Manager of Procurement Services, shall state on the outside of the sealed Bid envelope “Bid Enclosed”, title and Project number, and shall be deposited in the locked Bid box. The Bid Envelope must contain all required submissions to be included with the Bid.
 - b. All Bids must comply with the Bidding Requirements of Kansas City, Missouri (Owner). The successful Bidder shall comply with all Bidding and contract requirements.
 - c. Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.
2. **SLBE Bid Incentive.** This Bid is subject to the City’s Small Local Business Enterprise (SLBE) program. Any entity that has applied for certification as a SLBE at least 45 days prior to the date of this solicitation and who will have received that certification by the date on which the response is due shall receive a bid incentive of **5%**.
3. **Bid Package.** The Bid Package (“Bidding Documents”) contains the following:
 - a. This Invitation to Bid and Instructions to Bidders;
 - b. Demolition Contract
 - c. Attachment A – Standard Specifications for the Demolition of Building
 - d. Attachment B – Scope of Work
 - e. Attachment C – Demolition Bid Form/Contract
 - f. Attachment D – Non-Contractor Subcontractors Listing
 - g. Attachment E - Insurance
 - h. Attachment F – Employee Eligibility Verification Affidavit

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

- i. Demolition Bid Form

4. **Consideration of Bids.**

- a. The City will determine the lowest and best Bid. Price will not be the only consideration in that selection process.
- b. **SLBE Bid Incentive.** The SLBE bid incentive for this project is **5%**. The bid shall be adjusted for evaluation purposes by reducing the bid by the percentage of the incentive. This adjustment shall be used solely for the purpose of establishing the apparent low bidder. The actual value of the contract, if awarded to a SLBE, shall be the amount of the actual bid submitted by the SLBE.
- c. Bid Alternates, if accepted, will be selected in any order or combination. The City reserves the right to include alternates in determining the lowest and best Bid.
- d. The City shall let the contract to the lowest and best bidder; however, the City may reject any or all bids, including, without limitation, all nonconforming, non-responsive, unbalanced or conditional bids and may reject the Bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder.
- e. The City reserves the right to waive irregularities and/or formalities.
- f. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

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

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

7. **Late Bids and Modifications.**

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

8. **Waiver of Bid Requirements.** The City Manager or his/her delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's code of ordinances when it finds failure to grant the waiver will result in an increased cost to the City and the waived requirement would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

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

10. **Affirmative Action.** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.org.

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

12. **Contractor Licenses.** Bidders are required to hold a Demolition Contractor license at the time of bid. Bidders are required to hold contractor license(s) from the City in order to perform all work required by this Bid.

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

limits of insurance to insure the indemnity obligation. Bidder has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

14. **Questions and Addenda**. Forward all questions in writing to the following Project Manager and Contract Administrator. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Project Manager
(816) 513-
E-mail:

Delois Moore, Contract Administrator
Procurement Services, General Services
Department
414 East 12th Street, City Hall 1st Floor
Kansas City, MO 64106
(816) 513- 0807
(816) 513-2812 Fax
Email: delois.moore@kcmo.org



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

KANSAS CITY, MISSOURI
DEPARTMENT

PROJECT NO. _____ – _____

DEMOLITION

THIS CONTRACT is dated this _____ day of _____, 20__ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City) and _____, (Contractor), whereby Contractor shall provide Demolition services to the City in accordance with the terms and conditions contained in this Contract.

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

A. **Attachment A – Standard Specifications for the Demolition of Building**

B. **Attachment B – Scope of Work**

Sec. 2. Term of Contract.

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

B. Contractor will refrain from non-emergency demolition activities during any Orange or Red Ozone Alert days as reported to the public by SKYCAST.

1. An additional day will be added to the term of the contract for each designated Ozone Alert day.

2. Failure to refrain from demolition activities on ozone alert days may result in the subject contractor not be considered the lowest and best bidder on future projects.

C. The Director is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 3. Purchase Orders.

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Demolition Bid Form/Contract – Acceptance of Bid executed by the City. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

1. Upon completion of all the work to be done under this contract.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 5. Termination for Convenience.

- A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.
- C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 6. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 7. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 8. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 9. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be

waived, modified or amended except in writing signed by City.

Sec. 10. Notices.

- A. All notices required by this Contract shall be in writing sent to the Director if sent to the City and to the person and address listed on the Bid Form if to the Contractor.
- B. All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

Sec. 11. General Indemnification.

- A. For purposes of this Section 1 only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
 - 2. Contractor's Agents means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.
 - 3. City means City and its agents, officials, officers and employees.
- B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.
 - 1. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.
 - 2. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Note: Payment Bond is required if Prevailing Wage is required in Sec. 17 below and if the Contract will exceed \$25,000. Indicate whether Performance and Maintenance and/or Payment Bonds are required and if they must remain in effect longer than one (1) year (Paragraph C). Identify any other change in length of bond or additional bonding required. . Be certain to delete this note before your final contract document is printed.

Sec. 12. Bonds and Surety. Contractor shall furnish a Performance and Maintenance and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bonds.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained

by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of B+, V, or better.

- B. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- C. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

Note: *If any type of abatement is included in the demolition, Insurance provisions will need to be adjusted to reflect appropriate coverages.*

Sec. 13. Insurance.

- A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.
 - 1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.
 - 2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

- 3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 , covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
- 4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

Note: *If any type of abatement is included in the demolition, Insurance provisions will need to be adjusted to reflect appropriate coverages. Coverages may include Environmental Liability and Asbestos Liability. If coverages are not required in this contract, delete the following paragraphs related to environmental and asbestos*

along with this note prior to printing contracting. Contact Law Department if there are any questions.

5. Environmental Liability Insurance. This insurance shall protect Contractor, and City, Design Professional and Consultants as additional insureds, against claims for injuries to members of the public and damage to the property of others resulting from environmental impairment. The liability limits of the environmental policy shall not be less than \$2,000,000.
 6. Asbestos Liability Insurance. This insurance shall be an "occurrence" policy and shall protect CONTRACTOR, and CITY, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims arising from bodily injury, sickness, disease or death of any person other than the CONTRACTOR's employees arising out of any act related to asbestos abatement work. The liability limits for bodily injury and property damage shall be not less than:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 general aggregate
 7. If Contractor provides Environmental or Asbestos Liability Insurance through a Subcontractor, Contractor shall contractually require the Subcontractor to include City, Design Professional and Consultants as additional insureds in the Subcontractor's policy. Contractor shall deliver to City, prior to the start of any Work at the Project Site, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. Contractor shall contractually require its Subcontractor to defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Subcontractor or Subcontractor's agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor must provide evidence that this requirement has been complied in accordance with the provisions of this Contract.
- B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.
- D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

- F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 14. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 15. Assignability or Subcontracting.

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

Sec. 16. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

NOTE: Prevailing wage must be paid to all workers employed by or on behalf of the City when engaged in construction-type services of existing "public works" facilities. Public Works are "all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds." Consult your attorney to determine whether prevailing wage is applicable. If these sections are not applicable to your contract, delete them. Be certain to delete this note before you final contract document is printed.

Sec. 17. Prevailing Wage

- A. Prevailing Wage.
1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

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

connection with the Project and other pertinent information as requested by the City; and

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

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

will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

Note: The following Paragraph should be included except for projects receiving federal funding. If this project is receiving federal funding (this includes ARRA funds), delete this Paragraph in its entirety. Be certain to remove this note before your final Contract Document is printed.

C. Excessive Unemployment.

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

NOTE: Employee Eligibility Verification is required if total contract amount exceeds \$5,000. Be certain to delete this note before your final contract document is printed. . Be certain to delete this note before your final contract document is printed.

Sec. 18. Employee Eligibility Verification

- A. If this contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a (h) (3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that

Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section.

- B. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 19. Compliance with Laws.

- A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.
- B. Contractor, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this contract.
- C. Contractor shall comply with requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*); Clean Water Act (33 U.S.C. 1251 *et seq.*), Missouri Clean Water Law (Chapter 644 RSMo), Code of Federal regulations (Title 40: Protection of Environment, Title 33: Navigation and Navigable Waters) and the rules of the Missouri Code of State Regulations (CSR Title 10).
- D. Contractor shall comply with requirements of the Kansas City Code, including but not limited to Chapter 8 Air Quality.

Sec. 20. Permits

- A. Contractor shall obtain and pay for all permits and licenses in conjunction with the Work under this Contract. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Contract. Contractor shall pay all charges of utility owners for connections to the Work.
- B. Contractor, at its own expense, shall comply with all Federal, State and local laws and regulations, including, but not limited to the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits, together with any City Provisions during the life of this Contract including but not limited to:
 - 1. Approvals and permits as required for construction or land disturbance activities.
 - 2. Compliance with the State of Missouri – Department of Natural Resources (“MDNR”) Missouri State Operating Permit (“Land Disturbance Permit”), MO-R100006 for all construction or land disturbance activity.
 - 3. Development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).
 - a. Contractor shall not commence land disturbance activity until the initial SWPPP has been finalized.
 - b. Preparation and submittal of all applications, documentation and exhibits required to obtain MDNR approvals for uninterrupted Work at the Site.
 - c. Amending/Updating SWPPP.
 - d. Site Inspections and submittal of Inspection Reports
 - e. Proper Operation and Maintenance to achieve compliance with the terms of the Permit.
 - f. Maintenance of required records in accordance with MDNR requirements and requirements included in Article 6 of these Contract Documents.

4. Contractor shall provide record access to Missouri Department of Natural Resources (MDNR).
5. Failure to control erosion and water pollution is a permit violation. Contractor shall have 24 hours after receiving notice of the violation to correct the problem. If the Contractor fails to correct the problem after the time prescribed, the City will hire a remediation expert to fix the problem. In such an event, the Contractor shall be liable to the City for the remediation costs plus a 10% mark-up of the total contract price. If the Contractor receives three (3) notices of violation of the erosion control plan and the City's MS4 permit, the Director may issue a stop work order and delay any payment until control measures are properly functioning and stream damage has been mitigated. In such an event, any delay to the project schedule will result in liquidated damages assessed against the Contractor.

Sec. 21. Guidelines for Open Excavations.

- A. Contractor shall restore required excavations to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. If Contractor R, in performance of the Work, makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open, Contractor shall provide effective protection to the public.
- B. Contractor shall protect and secure all excavations in roadways in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices. Contractor R shall protect and secure all unsupervised excavations not within roadways, either by covering or fencing.
 1. Covering. A protective cover that can sustain the weight of persons or of objects that are placed upon it may be installed over an unsupervised excavation. The cover shall be secured to the ground to prevent movement. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
 2. Fencing. Fencing to prevent entry may be installed surrounding an unsupervised excavation not protectively covered in its entirety. The fencing shall be a minimum of 42" in height. The fencing shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal Site conditions. All protective coverings and fences over and around excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

Sec. 22. Notification of Utilities. Contractor shall adhere to the provisions of Sections 319.010 et seq., RSMo., which requires that a person or firm making an excavation in any public street, road or alley, right of way dedicated to public use, utility easement of record, or within any private street or private property do so only after giving notice to, and obtaining information from, owners of Underground Facilities. The 24-hour, toll-free accident prevention hotline number in Missouri is 1-800-344-7483 (1-800-Digrity).

Sec. 23. Department of Environmental Management Manual (DEM). The Department of Environmental Management Manual is incorporated into this agreement by reference and a copy of the manual may be obtained from the Department of Environmental Management at Contractor's cost.

Sec. 24. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

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Sec. 25. Records.

- A. For purposes of this section:
 - 1. “City” shall mean the City Auditor, the City’s Internal Auditor, the City’s Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. “Record” shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 26. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City’s Affirmative Action requirements in accordance with the provisions of Chapter 38 of City’s Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City’s Code. Contractor shall:

- A. Submit, in print or electronic format, a copy of Contractor’s current certificate of compliance to the City’s Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
- B. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- C. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor’s current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor’s affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.
- D. City has the right to take action as directed by City’s Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City’s Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 27. Missouri Secretary of State Business Entity Registration. Contractor shall obtain from all Subcontractors for the Project, a copy of their current certificate of good standing or fictitious name registration from the Missouri Secretary of State before they begin work on the Site. Contractor shall retain such documents in its files and make available to City within ten (10) days after written request.

Sec. 28. Tax Compliance. Contractor shall provide proof of compliance with the City’s tax ordinances

administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$127,000.01.

Sec. 29. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 30. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 31. Resolution of Claims

- A. For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.
 - 2. City's Representative--Person or agency designated to act for the Director.
- B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.
- C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.
- D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.
- E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.
- F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.
- G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.
- H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.
- I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 32. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or

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breach.

Sec. 33. Incorporation of Federal/State Laws and Regulation. Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **Attachment** ___ to this Contract. The federal/state laws and regulations applicable to the use of funds provided under this Contract including but not limited to those included in **Attachment** _____ are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

NOTE: List all attachments you are including in Part I and the name of the Attachment in the section below. Sample listing below. Be sure to check your numbering. If you have no attachments, delete the following section. Be certain to delete this before your final contract document is printed.

Sec. 34. Attachments. The following documents are Attachments to this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – Standard Specifications for the Demolition of Building

Attachment B – Scope of Work

Attachment C - Bid Form

Attachment D – Prevailing Wage Requirements - Annual Wage Order – _____ County

Annual Wage Order

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

Division of Labor Standards Rules & Regulations

01290.08 Wage Rate Verification Questionnaire

01290.09 Subcontractors and Major Material Suppliers List

01290.11 Daily Labor Force Report

01290.14 Contractor Affidavit for Final Payment

01290.15 Subcontractor Affidavit for Final Payment

Attachment E - Bonds & Insurance

00610 Performance and Maintenance Bond

00615 Payment Bond

00616 Performance Bond

00620 Insurance Certificate

Attachment F - Employee Eligibility Verification Affidavit

Attachment G – Authorization to Release Revenue Clearance

Attachment H – Pre-Bidder’s Certification

ATTACHMENT A
STANDARD SPECIFICATIONS FOR THE DEMOLITION OF BUILDINGS

- A. The Work shall consist of Demolition of Buildings on specified lots, tracts or parcels of land in Kansas City, Missouri, as designated by street address and plat and parcel number as set forth in these Contract documents.
1. Attachment B - Scope of Services
- B. **Definitions.** Whenever the following terms or their representative pronouns are used in this specification or an accompanying document, the intent and meaning shall be as specified below:
1. ***Approved Fill Material*** - Approved fill material shall be a deposit of clean, uncontaminated earth material. Organic material shall not be permitted. Extra fill dirt from one of the (6) sites can be used to fill in sites that need fill dirt. If additional fill dirt is required to bring in off- site fill should consist of approved soils or crushed limestone material, free of organic matter and debris. Fill materials from off-site sources should be approved prior to their use. Soil with decayable material such as wood, metal, or vegetation is not acceptable.
 2. ***Building*** - The building or structure that is to be demolished.
 3. ***Dead Weeds*** - All dead, dying or dormant stalks, stems, branches and foliage of any plant having a stem diameter of one inch or less.
 4. ***Debris***
 - a. **Eligible Debris**
 - (1) **Brush:** Includes, but not limited to, damaged and disturbed trees; brushes and shrubs; broken partially broken and served tree limbs; tree stumps with base cur measurement less than 2 feet o diameter; untreated wood products; and tree limbs and shrubbery clippings exceeding three feet in length. Tree limbs lower than 12 feet high above public street or alleyway and lower than 7 feet above public sidewalk.
 - (2) **Bulk Trash:** Means wooden and cardboard boxes crates, appliances, furniture machinery, or vehicle parts and all other matter, which by reason of size and/or shape are not readily containable
 - (3) **Construction Waste:** Includes but is not limited to asphalt, concrete, plaster, tile, rocks, bricks, sand, dirt, lumber, clocks or any other materials commonly used in construction or landscaping material. All waste building materials, rubble and spoils resulting from construction, remodeling, repair and demolition operations on any building or structure.
 - (4) **Containable Trash:** Means all putrid and non-putrid solid wastes, including, but not limited to, wrapped garbage, wrapped small dead animals, wrapped or boxed ashes, wastepaper, excelsior (shavings used for packaging), rags, bottles, crockery, bedding, clothing, carpets, leather, tin cans, metal scraps, small mechanical parts, shavings, floor sweepings, grass and weed clippings, twigs, and tree limbs not exceeding three feet in length, and other similar waste and debris.
 - (5) **Trash:** All non-putrid wastes consisting of both combustible and noncombustible solid waste materials.

- (6) Weeds: A plant considered undesirable, unattractive, or troublesome, especially one growing where it is not wanted, over 6 inches in height.
 - (7) Solid Waste: That which is capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors or gases and capable of providing food for or attracting birds, insects, snakes, rodents or animals capable of transferring a diseased bacterium or virus from one organism to another.
- b. Non-Eligible Debris:
- (1) Debris that is classified as Household Hazardous Waste, Hazardous Waste, Medical Wastes and Contaminated Materials.
 - (a) Hazardous Material: Any chemical, compound, mixture, substance or article which is designated by the U.S. Environmental Protection Agency or appropriate agency of the State to be hazardous, as that term is defined by or pursuant to federal or state law. Hazardous material includes but is not limited to medical wastes, herbicides, pesticides, explosives, and radioactive, toxic, flammable or corrosive materials.
5. **Demolition** - The pulling down, tearing down and/or smashing to pieces of a building or structure and the removal from the site of all resulting debris, but shall not include the removal of the foundation walls and supporting structure, unless removal is specified in the Invitation for Bids and/or Drawings. Unless otherwise specified, the foundation walls and supporting structure shall be knocked down and crushed in such a manner so as to not leave any voids.
 6. **Examination of the Worksite** - By submission of a Bid Proposal the Bidders represent that they have carefully examined the site of the proposed demolition and site clearance, are fully acquainted with the existing conditions relating to the demolition and site clearance, that they are fully informed concerning the requirements of the Contract, the facilities and physical conditions present at the site, the difficulties and restrictions attending the performance of the contract and the character, quality, and the quantity of work to be performed and of materials needed to perform the work. The Contractor will not be relieved of any obligation under the contract or be entitled to additional compensation due to their failure to receive or examine any form or legal instrument or to visit the site and inspect the conditions existing at, above, and below the surface or ground level or if the Contractor subsequently finds that conditions require methods or equipment other than those anticipated in submitting the proposal.
 7. **Salvage** - All building materials, equipment, appliances and fixtures incorporated into the building or structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property where the work is to be performed.
 8. **Site** - Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.
 9. **Site Clearance or Partial Site Clearance** - The removal from the site, including the parkway, or the area that lies between the sidewalk or property line and the street pavement or curb, of all debris, rubbish, junk, dead trees, dead weeds, and stumps except those items specifically excepted in Invitation for Bids and/or drawings.
 10. **Thicket or Brush** - Any group of two or more plants, other than crop bearing plants or planted domestic ornamental shrubs, which exhibit the characteristic of maintaining a living stem or stalk during the dormant period and establishing new growth upon the stem or stalk during the growing

season. A thicket shall mean dense growth of wild, uncultivated vegetation, regardless of height, and briar patches.

11. **Work** Furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion and site clearance required by the contract and the carrying out of all duties and obligations imposed by the contract.
12. **Yard** - All that area surrounding the subject building or structure included in the plat and parcel and legal description of the property, and the area that lies between the sidewalk or the property line and the street pavement or curb.

C. Labor, Materials, Equipment, Etc. Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the demolition and site clearance in accordance with the Building Code of Kansas City, Missouri and the terms of the Contract.

D. Erosion.

1. Contractor shall properly install approved erosion barriers, such as straw bales, fabric, sod, or other approved materials, to prevent erosion and mud from forming on sidewalks, driveways, and/or adjacent property. Such erosion barriers shall remain in place, and maintained by the Contractor, until such time as natural plantings provide adequate erosion protection.

E. Schedule. In the case of multiple building awards, City reserves the right to schedule the order in which all of the buildings awarded to a Contractor will be demolished, including those on which the Contractor has received their Notice to Proceed and those on which they have obtained a permit, except where demolition has started. If rearranging the order of demolition will create a hardship with regard to the length of time allowed for demolition, the length of time allowed will be adjusted on those buildings adversely affected.

F. Inspections.

1. City, Consultants, other representatives and personnel of City, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and Work at reasonable times for their observation, inspecting and testing.
2. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.
3. Required-Basement and Sewer Capping Inspection.
 - a. Contractor will call for a basement inspection when the basement hole is cleared of all debris and all debris on the site has been hauled away. Inspection will not be made as long as there is debris on the site.
 - b. Fill work will not proceed until City approves the cleanliness of the basement hole, crawl space or slab area, the entire site, and sewer capping is approved by the City's Pollution Control-Sewer Maintenance Division.
 - c. Contractors desiring to avoid delays while waiting for City inspection should request the inspection early in the morning so the Inspector can plan to be in the area at the appropriate time, and subsequent to approval of sewer capping by the City's Pollution Control Sewer Maintenance Division. No inspection shall be requested prior to 8:30 a.m. or after 4:00 p.m. or on Saturday, Sunday, or legal Holidays.
 - d. If a basement hole is filled without an inspection or proper authorization, all fill will be removed so a proper inspection can be made.

4. **Final Inspection.** The Contractor must request a final inspection after filling, grading and seeding or sodding is accomplished. Payment will not be requested until the final inspection is requested and approval returned to the Dangerous Buildings Office by the Inspector. If the Inspector reveals any defective or unsatisfactory work, it shall be corrected as the Inspector may order before final acceptance and payment by the City. The cost of all such repairs and replacements shall be borne by the Contractor.

G. Utilities.

1. Contractor shall assume all responsibility to verify that all utilities are disconnected prior to beginning Demolition.
2. Contractor shall assume all responsibility for damage to utility lines, surface improvements, or like items.
3. If disconnections of underground utility services are required to be made in public thoroughfares, Contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavement, and other pertinent matters.

H. Notices to Property Owners. Contractor shall issue any and all required notices to property owners or other parties on, or in the vicinity, of the site.

I. Traffic Control

1. Excavations and trenches shall be adequately bridged at public street and alley crossings that are open to the public.
2. Contractor shall not close, or in any way block with equipment or debris, any public street, alley or sidewalk, except as approved by permit or in writing from the City's Public Works Department-Streets & Traffic Division, or from the City's Parks & Recreation-Boulevard Services Division.
3. Contractor shall notify the Public Works Department-Streets & Traffic Division or the City's Parks & Recreation-Boulevard Services Division at least forty-eight (48) hours in advance of street or sidewalk closings.
4. Contractor shall make every effort to provide abutting property with safe vehicular access to driveways.
 - a. Permits, letters or copies of the permits or letters authorizing street or sidewalk closing will be on the job site when Work is in progress.
 - b. If such documentation is not on the job site, Work will be stopped until the street or sidewalk is clear of all debris and the Inspector authorizes Work to resume, or until the Contractor brings documentation to the job site.

J. Public Convenience and Safety.

1. The Contractor shall be responsible for and take reasonable and proper steps for protecting the Site, and for providing and maintaining any necessary temporary fencing, barriers, boarding or fans for the safety of the public from the date upon which the Site is handed over to the Contractor and until the Site shall be taken back by City.,
 - a. Contractor shall inspect all structures to be demolished on Site prior to the start of any demolition activities to ensure that the structures are not inhabited by any person.
 - b. If inhabitants are observed by Contractor, Contractor shall notify City and begin work only upon instruction by City.
2. Contractor is granted the privilege of using the streets for the purpose of doing work specified in

the Contract, but Contractor is not granted exclusive use of such streets.

- a. Contractor shall handle the Work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area, and shall provide access to the abutting property to the greatest extent practicable.
- b. Contractor shall put up and maintain sufficient lights and shall erect and maintain barricades, and take any and all other proper precautions to guard against damage or injury to persons or property including flag persons and watchpersons where such precautions are deemed necessary until acceptance of the Work by the City.

K. Pigeons Warning and Control.

1. Contractor is warned that a disease hazard is associated with inhalation of pigeon droppings.
2. Where pigeon droppings are encountered they shall be wetted down just prior to removal.
3. Where large numbers of pigeons are encountered in a building to be demolished, and the Health Department deems a human disease outbreak possible due to demolition of their roost, Contractor shall prevent migration by live trapping, or other humane methods of pigeon control.

L. Use of Premises

1. The Contractor shall confine their use and storage of equipment, storage of materials and operation of work to the premises, unless otherwise allowed by law, ordinances or permits, and shall not unreasonably encumber the premises with their materials or equipment.
2. Any damage resulting to persons or property from encroachments beyond these limits shall be the sole responsibility of the Contractor.

M. Archeological and Paleontological Discoveries.

1. If any archeological or paleontological discoveries are unearthed during demolition, the Contractor shall stop work and notify the City and the Division of Historical Survey and Planning, department of Natural Resources, Jefferson City, Missouri.
2. If work cannot be resumed within thirty (30) calendar days, the Contractor will be paid a mutually agreed cost for the work accomplished.
3. If the City or its agents should cause delay in any part of the Work, or in the final completion of the job, the Contractor will promptly be given such extension of time for the final completion of the job as the City may deem proper to compensate the Contractor for such delay.

N. Damage/Repair to Property.

1. Contractor shall confine their work to the premises.
2. Contractor shall be responsible for all damages to persons or property that occur as a result of their acts, omissions, or negligence in connection with the performance of the Work, and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
3. Contractor will not enter upon or place materials on any other premises except by written consent of the owners or occupants, and they shall save the city harmless from all suits and actions of every kind and description that might result from their use of private property.
4. If an owner or occupant of adjacent property complains of debris, equipment or other material being placed, dropped or thrown on their property without permission and the job supervisor does not have the necessary written consent on the job site after verifying this complaint, then all

demolition work must stop at once and all of the debris, equipment or other material must be removed from the adjacent property.

5. Contractor shall not damage sidewalks, streets, curbs, pavements, utilities, structures, substantial or marked trees, or any property (except that which is to be replaced or removed) either on or adjacent to the site.
 - a. Contractor shall repair, at their own expense, and in a manner satisfactory to the City, any damage thereto caused by their operations.
 - b. Contractor will obtain a permit from the City Engineer and do the repair work to City specifications. Only after the Engineering Division has made a final inspection and approved the repair work, will the work required by the Contract be considered complete.
6. A terrace wall or any other wall which is not designated to be removed in the specifications which is damaged during demolition or site clearance shall be repaired or replaced at Contractor's expense using like construction.
7. Where a terrace garage is removed leaving an opening between existing terrace walls, the Contractor shall construct a new retaining wall across the opening as required by the Inspector, and fill behind it to grade level, or if approved by the Inspector, fill and terrace the opening and finish with a good sod.

O. Disposal

1. Contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash and shall commit no trespass on any public or private property in any operation due to, or connected with, the Work and Work site clearance.
2. Contractor shall remove from the site or yard all demolition materials and any refuse, debris, trash, litter, junk, salvage, dead trees and brush, all of which shall be placed in a licensed demolition landfill approved by the State of Missouri and the City, or the State and municipality in which it is located.
3. Contractor shall provide the landfill tickets/dump receipts to City within three (3) business days after dumping.
4. Any Contractor found dumping demolition debris to any place other than an approved landfill will be cited and may have all contracts canceled immediately. Contractor may not be considered a best Bidder for one (1) year thereafter.

P. Salvageable Materials and Equipment

1. Salvageable material and equipment shall become the property of the Contractor and shall be promptly removed from the site, including all material and equipment remaining in the building after the Notice to Proceed is executed.
 - a. No right, title, property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings, structures or other items in strict accordance with the Contract.
 - b. All salvage becomes the property of the Contractor, but storage of such materials and equipment on the site will not be permitted except for the duration of the Contract and such storage shall at no time, interfere with activities of the City, other Contractors and property owners.

- c. Personal property known to belong to third persons or of occupants of buildings on the site shall not become the property of the Contractor.
 - (1) Art panels affixed to a structure will be removed prior to the demolition and are not to be considered as salvage material in determining your bid. If the art panels have not been removed prior to demolition then the Contractor may consider it part of their salvaged material.
- d. All salvage shall be handled, moved and stored in a neat, safe and orderly manner at all times. Salvage of any type shall never be placed, thrown, dropped, stored, or in any manner be placed on City property, including sidewalks, alleys, streets and parkways, without proper permits or written approval where permits do not apply. Salvage of any type shall never be placed, thrown, dropped or stored on any private property except the work site, without prior approval in writing from the owner of that property.
- e. Contractor shall be responsible for the security of all salvageable materials

Q. Use of Explosives.

- 1. Contractor shall not use explosives or allow the same to be done, unless they obtain written permission by the City and secure proper insurance coverage and a blasting permit when required.
- 2. Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or their agents, and agrees to hold the City harmless from any such damage.

R. Securing.

- 1. Contractor shall shore, brace, underpin, secure, and protect as may be necessary all foundations and other parts of structures to remain on the project site, or which are adjacent to, or in the vicinity of the site, and which may be in any way affected by their excavations or other operations.

S. Sanitation. Contractor shall provide and maintain in a neat and sanitary condition a sufficient number of toilet facilities, as the needs arise, enforce sanitation on the project, and shall comply with all applicable health ordinances and regulations.

T. Finish Grading.

- 1. Contractor shall maintain existing finish grades on property in such a manner as to not cause excessive water drainage onto adjacent property and fill all excavations such as basements and terrace garages using Approved Fill Material, including at least 12 inches of clean fertile top soil over the basement fill and walls.
- 2. Where retaining walls are removed, the lot shall be terraced in a proper manner so that sufficient drainage and erosion protection will be provided as required by the Inspector.

U. Seedbed Preparation.

- 1. Good seedbed preparation is essential to successful plant establishment. A good seedbed is well-pulverized, loose, and uniform.
 - a. Complete seedbed preparation by breaking up large clods and raking into a smooth, uniform, surface (slopes less than 3:1).
 - b. Fill in or level depressions that can collect water.
 - c. Broadcast seed into a freshly loosened seedbed that has not been sealed by rainfall.
 - d. If soils become compacted during grading, loosen them to a depth of 6-8 inches using a ripper, harrow, or chisel plow.

2. If recent tillage operations have resulted in a loose surface, additional roughening may not be required except to break up large clods.
3. If rainfall causes the surface to become sealed or crusted, loosen it just prior to seeding by disking, raking, harrowing, or other suitable methods.
4. Groove or furrow slopes steeper than 3:1 on the contour before seeding.

V. Seeding.

1. After demolition is completed, the lot graded, and a proper seedbed has been prepared, Contractor shall purchase and seed a good quality grass seed with low weed content as required in this Contract.
2. All seeding shall be performed during favorable weather conditions and only during normal and accepted planting seasons when satisfactory growing conditions exist.
 - a. Unless otherwise specified the normal planting season shall be March 15 through June 15 and August 15 through October 15.
 - b. Planting operations shall not be performed during times of extreme drought, when ground is frozen or during times of other unfavorable climatic conditions unless otherwise approved by City.
 - c. Contractor assumes full and complete responsibility for all such plantings and operations.
3. Grass seed will be a blend of 50% K-31 Fescue and 50% Perennial Rye grass.
 - a. Seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act, and comply with the requirements of the Missouri Seed Law.
 - b. Weed seed should not exceed 1.0% by weight of the mixture.
4. Apply seed uniformly with a cyclone seeder (broadcast), drop-type spreader, drill, cultipacker seeder, or hydroseeder on a firm friable seedbed.
 - a. Seed shall be applied at the rate of 5 pounds per 1,000 square feet or 218 pounds per acre.
 - b. When using broadcast-seeding methods, subdivide the area into workable sections and determine the amount of seed needed for each section.
 - c. Apply one-half the seed while moving back and forth across the area, making a uniform pattern then apply the second half in the same way, but moving at right angles to the first pass.
5. City will inspect the site either during or after seeding.
6. Contractor shall submit a label and a bill of sale showing the kind of grass seed used, the quantity used, and the place of purchase, before the site will be approved by City.
7. An amount based on the size of the area to be seeded will be withheld until seeding is satisfactorily completed. The amount will be \$50.00 per 1000 square feet.

W. Finishing and Clean Up.

1. After completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work and fill any excavations or basement holes with Approved Fill Material.
2. Contractor will clean up and haul away all trash, debris, dead trees, tree limbs, branches, brush, and weeds anywhere on the site.

3. Contractor will be responsible to clean up and haul away any trash, debris, rock, dirt, brush, dead trees or anything else of that nature that is pushed, piled or stored on adjacent property that could have been placed, pushed or stored there by anyone during the time of the demolition.
4. The grass on the entire lot needs to be cut to a maximum height of six (6) inches. The lot should be cut and edged including the sidewalk and right-of way areas.
5. If Contractor fails to complete clean up within three (3) working days after requested by City, the work may be done by the City and the cost thereof charged to Contractor and deducted from the final payment.
6. Upon completion of the Work, the Contractor shall remove all of their equipment and put the area of the Work in a neat and clean condition and do all other cleaning necessary to complete the Work in a skillful and quality manner satisfactory to the Inspector and in compliance with Chapter 9, Code of General Ordinances.

NOTE: One or more addresses may be included in a single demolition contract. Attachment B-1, B-2, B-3 includes address specific information including but not limited to the Asbestos & Hazardous Waste Assessment and photograph/maps of demolition area. Be certain to delete this note before your final contract document is printed.

**ATTACHMENT B
SCOPE OF WORK**

PROJECT NO. _____ – _____

DEMOLITION SERVICES

A. General

1. All Demolition Work will be completed in accordance with this Scope of Work and Attachment A – Standard Specifications for Demolition of Buildings.
2. The subject buildings are described as follows:
 - a. *[Address]*
 - b. *[Address]*
 - c. *[Address]*
 - d. *[Address]*
 - e. *[Address]*

B. Rat Baiting.

[Note: If rat baiting is to be handled by City, use paragraph 1 and delete paragraph 2. If Contractor is responsible for rat baiting, use paragraph 2 and delete paragraph 1.

1. Rat baiting will be done by the City prior to the Contractor obtaining a wrecking permit at no expense to the Contractor.
2. Rat baiting will be completed by the Contractor thirty (30) days prior to demolition.

C. Abatement

[Note: If abatement is completed prior to demolition, use the following Paragraph 1 only and delete the remaining paragraphs in C. Abatement. If abatement is a part of the demolition contract, delete the following Paragraph 1 and retain the remaining paragraphs in C. Abatement.]

1. Abatement at the site will be completed under a separate contract prior to this demolition work.

[Note: If abatement is completed prior to demolition, delete the following Paragraphs in C. Abatement. If abatement is included in the contract, retain the remaining paragraphs in C. Abatement.]

2. In accordance with: <http://www.dnr.mo.gov/pubs/pub2157.pdf> in the event that a building is structurally unsound and it is unsafe to either inspect the building to confirm that no asbestos is present or to remove any RACM identified, the building can be demolished without being inspected or having the RACM removed.
 - a. Demolition must be performed using wet methods and must be performed by a Missouri registered asbestos abatement contractor.
 - b. Upon completion of the demolition, the debris must be inspected by a Missouri-certified asbestos inspector or assumed to contain RACM.
 - (1) If the asbestos inspection reveals that no RACM is present in the debris, then the debris can be handled as normal demolition waste and be removed by a general demolition contractor.
 - (2) If the asbestos inspection reveals that RACM is present or it is assumed that RACM is present, then all of the demolition debris must be handled as asbestos containing waste, unless the RACM can be isolated from the rest of the debris.
 - (a) All asbestos containing waste must be kept wet until the debris is properly disposed of at an approved sanitary landfill.
 - (b) A registered asbestos abatement contractor must perform the removal of the debris. Upon completion of the debris removal, a site assessment must be done to determine that the area surrounding the demolition site has not been contaminated with asbestos.
 - c. If you need assistance with finding a Missouri registered asbestos abatement contractor, a list of contractors is on the department's Web site at www.dnr.mo.gov/env/apcp/Asbestos.htm
3. The Contractor that conducts the demolition of unsafe buildings or parts of buildings containing asbestos may use the following procedures on those portions of the buildings that pose imminent danger to the public health or safety, or both. All other parts of the buildings which contain asbestos are subject to all applicable laws and rules.
 - a. Contractor that demolishes an asbestos-containing building must obtain a copy of the demolition order from the appropriate authority and submit it with an asbestos abatement notification to the Air Quality Program of the Health Department.
 - b. The Contractor shall ensure that the debris is wet at all times and stays wet until disposal. The company shall ensure that the project activities generate no visible emissions.
 - c. The Contractor shall ensure that on-site at all times during the demolition is an individual who is trained in asbestos removal techniques and who is certified as a competent person.

- d. The Contractor shall post signs notifying the public that an emergency exists.
- e. The Contractor shall treat all debris generated by the demolition as regulated asbestos containing materials (RACM). A Missouri registered asbestos abatement Contractor shall remove the debris and shall dispose of it in accordance with subsection 8-9(c) (7) g of the Code of Ordinances of the City of Kansas City, Missouri. If it is possible to segregate and decontaminate some debris, then the company may dispose of those materials that do not contain more than one percent asbestos in a demolition landfill. The debris must be inspected by a Missouri certified asbestos inspector, or assumed to contain RACM. Certified asbestos abatement workers must perform the segregation and decontamination (disposal of RACM).

D. Bid shall include costs for Eligible Debris from this Site

E. Salvageable material and equipment shall become the property of the Contractor and shall be promptly removed from the site, including all material and equipment remaining in the building after the Notice to Proceed is executed.

F. Contractor shall provide all equipment, labor and materials necessary to fully operate and maintain all equipment necessary to provide debris clearing and removal services.

G. Asbestos & Hazardous Waste Assessments are attached for information purposes only.

[Note: Use the following paragraph to make any necessary changes to Attachment A – Standard Specifications or delete if not applicable.]

H. Changes to Attachment A – Standard Specifications.

1. Add the following subparagraph to Paragraph __. _____:
2. Delete the following subparagraph to Paragraph __. _____:
3. Add the following: