

**Invitation for Bids  
IFB # 24-0311**

**Riverview Gardens**

**Roofing, Facia's, Soffits Gutters, Replacement**

**Located at**

**299 Paseo Kansas City, MO 64106**

**Issued By:**

**The Housing Authority of Kansas City, Missouri  
3822 Summit Street  
Kansas City, Missouri 64111**

**March 11, 2024**

**INVITATION FOR BIDS**  
**IFB # 24-0311**

**THE ABOVE NUMBER MUST APPEAR ON ALL RESPONSES AND RELATED CORRESPONDENCE.**

**REQUEST DATE: March 11, 2024**

**THIS IS NOT AN ORDER**

**Bid Due Date:**  
April 09, 2024 by 2:00pm CT

**Pre-Bid Meeting**  
March 20, 2024  
10:00 a.m. Central Time at  
299 Paseo, KCMO 64130

**Mary Jackson**  
Contract Specialist  
[mjackson@hkc.org](mailto:mjackson@hkc.org)  
Ph. (816) 968-4203

**PART ONE**  
**INTRODUCTION AND BID STRUCTURE**

1. The Housing Authority of Kansas City, Missouri (HAKC) is organized under the laws of the State of Missouri. It owns and operates over 1700 units of conventional public housing in multifamily and single-family sites through the city and provides rental assistance subsidies to approximately 7500 households under the Section 8 Housing Assistance Payment Program. The agency has an annual operating budget of \$20 million. Receives approximately \$3.5 million in annual Capitol Fund program allocations and maintains funding awards for the HOPE VI and Public Housing Development Programs. HAKC also funds and manages a variety of social service and economic development programs for its residents.
2. HAKC is requesting bids from qualified contractors to replace roofing, facia's, soffits, and gutters replacement at the 299 Paseo KCMO 64106.
3. An onsite **Pre-bid meeting** for this project will be held on **Wednesday, March 20, 2024, at 10:00 am at 299 Paseo Kansas City, MO 64106.** All interested bidders are requested to attend the pre-bid meeting for an onsite walkthrough and review of the scope of work requirements. Upon arrival park on the street or at the designated visitor spaces located by the front office.

4. For the convenience of the bidder, this solicitation is structured as follows:

Part I Introduction and Bid Structure  
Part II Scope of Work Description and Terms  
Bid Forms  
Bid Documents

- a. **Notarized Non-Collusive Affidavit**
- b. **References**
- c. **Core Employees**
- d. **Listing of Proposed Sub-Contractors**
- e. **Statement of Qualifications**
- f. **Statement of Release of Information Authorization**
- g. **Joint Venture Questionnaire**
- h. **Bid Form Pages 1, 2, & 3**
- i. **Bid Bond**
- j. **HUD Form 5369 Instructions to Bidders**
- k. **Completed and Signed HUD Form 5369A**
- l. **HUD Form 5370 General Conditions**
- m. **Registration with SAM.GOV, allows you to submit Bids for government contracts**
- n. **Buy America Form**

**BOLD** indicates required documents to be completed and returned with the bid submission.

**Failure to provide the indicated forms, will cause your submission to be removed from consideration for award. All bid packages will be in a sealed envelope. All bid packages that are not sealed will not be considered for contract award.**

**NOTE FOR PROJECTS EXCEEDING \$50,000:** The bidder shall complete and submit his/her bid with the *Form HUD-2530, "Previous Participation Certificate"*. If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

5. Sealed Bid Selection Criteria

A firm fixed-price contract is awarded to the lowest responsible bidder whose bid, is conforming with all material terms and conditions of the invitation for bids, is the lowest in price.

## PART TWO BID SPECIFICATIONS/SCOPE OF WORK

1. The Housing Authority of Kansas City, Missouri (HAKC) is seeking bids from qualified contractors for **Roofing, Facia's, Soffits, and Gutters replacement** in accordance with the Scope of Work outlined in this IFB. The work is to be completed within **243 calendar days** from the Notice to Proceed. The contractor must be compliant with the "Buy America Preference" (BAP) requirements pursuant to the Build America, Buy America (BABA) regulations as described within and provide sufficient product purchase information to comply with the documentation requirements.

Contractor shall be assessed **Liquidated Damages of \$150.00** for each workday in excess of this allotted time for completion. Exceptions may be granted for delays caused by Owner or modifications to the Scope of Work.

2. TAXES

HAKC is a sales tax-exempt entity. Copies of the sales tax exemption information will be provided to the successful bidder on request. The contractor shall not include in the bid amount, any taxes chargeable against the performance of the work.

3. PERMITS

Before starting work, the contractor shall obtain and pay for all necessary permits and licenses whether issued by the State, county, or City, and furnish proof of insurance as required, for all work under these specifications. The contractor shall be held responsible for all violations for any cause in connections with the work.

4. CHARACTER OF WORKMEN AND WORK

At all times, the contractor shall be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to perform the work assigned to them properly.

5. ASSIGNMENT OF THE CONTRACT

The contractor shall not enter into any sub-contracts' or assign, transfer, convey or otherwise dispose of the ensuing contract, or any and all of its rights, title or interest, or its power to execute such contract to any person, company, or corporation without the written consent of HAKC.

6. PROVISIONS FOR CHANGES OR AMENDMENTS

If at any time HAKC desires to expand, alter, or terminate a portion of the scope of work, as defined herein, the contract will be amended to reflect these changes at costs/deductions acceptable to both parties. HAKC shall provide prior written notice to the contractor for any changes to the scope of work. The contractor shall not hold the Authority responsible for termination due to no fault of HAKC.

As it relates to the foregoing paragraph, all directions to the contractor, and all changes or amendments to the project, between the contractor and the HAKC must come through the Project Manager, Douglas Martin at 816-372-0946 or [dmartin@hkc.org](mailto:dmartin@hkc.org). The HAKC will not be responsible for payment for any change(s) not authorized in advance, by the Project Manager.

## 7. **Build America – Buy America**

The “Buy America Preference” (BAP) requirements pursuant to the Build America, Buy America (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (BAP) for all construction, alteration, maintenance, or repair of infrastructure, including building and real property, unless application of the BAP has been waived by HUD.

Construction Materials is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition.

To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- a. Non-ferrous metals;
- b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- c. Glass (including optic glass);
- d. Fiber optic cable (including drop cable);
- e. Optical fiber;
- f. Lumber;
- g. Engineered wood; and
- h. Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**Produced in the United States** is defined in 2 CFR 184.3 and means:

(1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) In the case of manufactured products:

- a. The product was manufactured in the United States; and
- b. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.

(3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials

### **Buy America Certification.**

All bidders as applicable shall complete the appropriate part of the Buy America Certificate Form (Attachment) to certify that steel, iron, and manufactured products used in this project are produced in the United States.

The contractor is to provide sufficient product purchase information (material specs) to HAKC to comply with the minimum BABA documentation requirements.

***All bidders are requested to submit both 1) BABA compliant and 2) non-BABA compliant bids to indicate if product(s) are available, and at the required quantity needed responding to this solicitation.***

## 8. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the federally funded area, and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. As a recipient of HUD funding, HAKC maintains an aggressive Section 3 policy, which emphasizes employment of public housing residents, or other low-income residents on contracts let by the Authority and that affirmative efforts be taken to contract with Section 3 business concerns, which includes resident-owned businesses.

Section 3 benchmarks are as follows: 25% of the total project hours are to be worked by Section 3 workers. 5% of the total project hours are to be worked by Targeted Section 3 workers as reference see link for Section 3 FAQ's: <https://www.hudexchange.info/search/?dsp=&ct=FAQs&collection=&q=section+3+faq> If these goals are not met, the contractor must show qualitative efforts to locate and hire Section 3 workers. Refer to 24, CFR 75.15b for examples of qualitative efforts.

HAKC believes that Section 3 is an effective tool for advancing economic development and self-sufficiency opportunities for public housing residents. HAKC requires the contractor to emphasize resident hiring for new positions required because of this contract. See "Section 3 FAQ" link for definitions as well as additional information on compliance with Section 3 requirement.

<https://www.hudexchange.info/search/?dsp=&ct=FAQs&collection=&q=section+3+faq>

For additional questions please contact HAKC's Section 3 Coordinator: Jonathan Schwartz (816-968-4166, [jschwartz@hakc.org](mailto:jschwartz@hakc.org)).

## 9. INSURANCE, BONDING AND HOLD HARMLESS AGREEMENT

The contractor must carry insurance with respect to property and operations as set forth below. If applicable, Fidelity Bond requirements may be set prior to contract execution.

### Insurance

#### *Liability/Bodily Injury*

##### General:

- a) Three million five hundred dollars (**\$3,500,000**) for all claims arising out of a single occurrence.
- b) Five hundred and fifty thousand dollars (**\$550,000**) for any person in a single accident or occurrence.

##### *Property Damage*

- c) Five hundred thousand dollars (\$500,000) for each occurrence.

##### Auto:

- d) Five hundred thousand dollars (\$500,000) each person
- e) Five hundred thousand dollars (\$500,000) each occurrence

##### *Property Damage*

- f) Five hundred thousand dollars (\$500,000) for each occurrence
- ##### Worker's Compensation

- g) Policy shall contain limits  $\geq$  the policy limits required by state or federal law, and not less than: Five hundred thousand dollars (\$500,000) per accident. In addition, the contractor agrees that it will indemnify and hold HAKC harmless for any acts, including acts of negligence, on the part of the contractor's agents or employees and from any and all claims on or about the premises resulting from the acts, including acts of negligence, of the contractor, its employees, or agents. The contractor shall investigate and furnish HAKC with full reports on all accidents, claims and potential claims for damages relating to the services provided under this contract, and will cooperate fully with HAKC.

## **Bonding**

### **Bid Bond - A bid submission of \$50,000.00 or higher must be accompanied by a negotiable bid guarantee (Bid Bond) of 5% of the amount of the bid.**

As a “public entity” seeking to enter into a written contract with a “Contractor” for a public works project as those terms are defined in Section 107.170 RSMo., estimated to meet or exceed the sum of fifty thousand (\$50,000) dollars, the HAKC must require the Contractor to furnish to HAKC a **Payment Bond** with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed, or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. As an additional condition of the contract the Contractor shall also furnish to HAKC a **Performance Bond** with good and sufficient sureties in the amount of **one hundred percent (100%)** of the total cost of the contract whereby said surety shall, among other things, insure for the completion of all work that is the subject of the contract. All bonds executed and furnished pursuant to this contract shall be deemed to contain the requirements and conditions set out within Section 107.170 RSMo., regardless of whether the same be set forth in said bond, or of any terms or provisions of the said bond to the contrary notwithstanding.

## 10. **PAYMENT**

### **In order for payment to be processed, the contractor must:**

- a) Certify that no additional staff was hired in order to complete this project. This will be verified by submission of the payroll sheets (if Davis Bacon applies).
- b) If additional staff is to be hired, contractor must advertise in the newspaper of record for the area, and demonstrate that additional contacts were made to locate qualified Section 3 residents. Sources for locating Section 3 residents include the individual development where the work is to be performed; other HAKC developments; HAKC’s Department of Resident Services; the City of Kansas City, Missouri; etc. If additional staff were hired, contractor must show proof that 30% of those hired (one individual hired for each three positions filled) are Section 3 residents in accordance with current median income data.

This information can be found at the following website:  
[www.factfinder.census.gov/home/saff/main.html](http://www.factfinder.census.gov/home/saff/main.html)

- c) If no qualified Section 3 residents are available, the contractor must show proof of attempts to locate and hire Section 3 residents.
- d) If additional staff are hired for this project, one-third (1/3) of the available hours for the “new” positions must be worked by the Section 3 resident.
- e) For additional information, contractors may refer to 24, CFR, Sec 135.38.
- f) Contractor shall certify that all employees of the contractor are United States citizens or have work visas to work in the United States. Copies of the work visas shall be submitted with the first payroll sheets submitted to Contracts requesting payment.

The contractor shall invoice per the firm, fixed prices indicated on the Bid Form. The firm, fixed prices shall be legally binding for the entire term of the contract. The Project Manager must approve all invoices prior to payment. When providing services, contractor must obtain the signature of the Property Manager or their designee, on the work order or receipt, to verify the

service/work provided is complete, satisfactory and in accordance with the scope of work. Without this signature, payment cannot be processed. **Invoices/Payment Certification Packets for contracts over \$2,000.00 which require Davis-Bacon wages, must have "Payroll Form WH-347".**

**In addition, HAKC will not process any invoice(s) for payment until the required certified payrolls, citizenship status, Section 3 certifications, and all other evidentiary documentation is received.**

The contractor shall submit all requests for payment under this contract to:

**Doug Martin**  
**Project Manager**  
**3822 Summit St.**  
**Kansas City, MO 64111**  
**[Dmartin@hkc.org](mailto:Dmartin@hkc.org)**

11. QUESTIONS

Questions relating to the bid content or procedures for submission must be submitted in writing via email no later than **10:00 am, March 20, 2024** to:

Mary Jackson at [mjackson@hkc.org](mailto:mjackson@hkc.org)

12. PRICING

Pricing of a bid shall constitute a firm offer to the HAKC for one hundred twenty (120) days from the date of closing. This IFB does not commit the HAKC to award a contract or to pay any cost incurred in preparation of a submittal. Bidders shall read and understand the requirements of this Invitation for Bid.

13. SIGNAGE

Contractor is required to POST SIGNAGE at a conspicuous location on the job site from the day the job starts thru its completion. The signage board can be 36" x 42" x 3/4" thick plywood with 2" wide trim around. The Contractor shall secure the following HUD documents on the Signage and secure the Signage Post to the ground with a 2" wide pointed stake.

- Contractor's Company Name in large and bold print.
- Davis-Bacon Wage Determination sheets issued for this project.  
(Post entire decision sheets on the signage)
- Current POSTER for EMPLOYEE RIGHTS UNDER THE DAVIS-BACON Act for  
Laborers and Mechanics.
- The scope of work issued is required to be posted on the board throughout project



14. PREVAILING WAGE RATES

This is a prevailing wage job under Federal Wage rates (Davis Bacon). Awarded Contractor shall provide certified payrolls to HAKC with payment application and/or invoice for review and approval prior to processing of payment requested.

Applicable Davis Bacon wage rate documents are attached for reference and use.

15. SUBMITTAL INSTRUCTIONS

Bid submissions must be received with all required documents/attachments as stated in the IFB **no later than 2:00 p.m. on April 09, 2024**. Bids may be mailed, or hand delivered to:

Housing Authority of Kansas City, MO  
Attention: Mary Jackson, Procurement Dept  
3822 Summit Street  
Kansas City, Missouri 64106

The envelope should be clearly marked with “**IFB #24-0311 Riverview Gardens Roofing, Facia’s, Soffits, and Gutters replacement.**”

A public bid opening will be held at **2:30pm on April, 09 2024.**  
For an invite to attend to the sealed bid opening, please contact Mary Jackson at [mjackson@hkc.org](mailto:mjackson@hkc.org).

Bids received after the time specified shall not be considered for award. Bids received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

When a contractor is declared the successful bidder, and at the time the contract is signed, if applicable, they may be asked to certify that:

- a. Contractor is aware that wage decision rates apply
- b. Contractor will, or will not, be required to hire additional staff
- c. Contractor will comply with and provide documentation of US citizenship or legal status for all his/her employees.

Failure to follow the instructions of this IFB may result in the elimination of your bid as being non-responsive. **Failure to sign your completed bid form will be cause for automatic rejection.**

HAKC reserves the right to consider historic information whether gained from the proposal, references, or any other source, in the evaluation process. HAKC also reserves the right to reject all bids/proposals, make no award, make multiple or partial awards, and to waive any minor informality or irregularity in the bids/proposals received in response to this solicitation.

16. Bid Calendar

Pre-Bid Meeting:	March 20, 2024 at 10:00 a.m.
Questions Due:	March 25, 2024
Bid Closing Date	April 09, 2024 by 2:00 p.m.
Public Bid Opening	April 09, 2024, at 2:30 p.m. Contractors interested in attending the virtual, public bid opening should contact <a href="mailto:mjackson@hkc.org">mjackson@hkc.org</a> for an invitation link to attend

## Scope of Work / Specifications

### SECTION 00 - GENERAL PROJECT REQUIREMENTS

#### PROJECT SUMMARY:

Riverview development Roofing project consists of approximately 148,000 sq ft of roof replacement across 29 buildings. This project includes the repair and wrapping of facias and soffits. It also includes the installation and or replacement of gutters, downspouts, and gutter guards on the dwelling buildings.

This project has been broken down into 6 Contract groups. Contractors may bid on 1 (one), multiple, or on all groups of this project. Each group contains buildings that are labeled Type 1-Type 4 or Community Center. A key describing each type can be found after section 99. Bids will be evaluated based on the lowest bid for each contract group. This approach is designed to give smaller contractors an opportunity to bid and may result in multiple contractors completing the work.

This project will include ALL labor and materials for a complete start to finish, turnkey project.

Although every attempt has been made to provide complete and accurate project plans and specifications, it is solely the contractors responsibility to field verify any and all aspects pertaining to the complete project scope.

This scope is to be governed by, and all installations applied according to the 2018 IRC, IBC, and or the most recently adopted building codes as adopted by local jurisdictions. OSHA Rules Apply.

This property will be occupied during the duration of this project. Working hours for this project are M – F from 8:00 am – 5:00 pm unless arrangements are made in writing with the project manager for work outside M – F from 8:00 am – 5:00 pm.

Water and electric services are the responsibility of the contractor.

Contractor shall make arrangements for restroom facilities; no on-site facilities are currently available.

All HAKC properties are Non-Smoking

\*\*\*\*\* Please Note \*\*\*\*\*

Any attached drawings and or technical references have NOT been provided by a licensed architect or engineer and are for illustration purposes only and are not intended to be used as as-built drawings or construction drawings or specifications. Contractor shall be responsible for site verification of dimensions and locations. All construction shall comply with current local and national building codes as required.

PROJECT MANAGER:

Doug Martin Cell: 816.372.0946

Email: [dmartin@hakc.org](mailto:dmartin@hakc.org)

## REQUIRED ELECTRONIC COMMUNICATIONS PROTOCOL

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Housing Authority of Kansas City utilizes Procore Construction Project Management Software system. (CPMS) Contractors and sub-contractors will be given log-in information and will be required to use the system to provide the following information:

Contractor will Utilize HAKC's web-based Construction Project Management Software (CPMS) system to receive and review project specifications and drawings, log required progress photos and information, submit requests for information (RFI), and receive punch lists.

## SYSTEM TRAINING

HAKC will provide, upon written request, up to one (1) hour of introductory, web-based training for all participants – with additional detailed training to be the responsibility of the users.

All Interim work product documents must remain active on the system for the duration of construction until final completion.

## SYSTEM SECURITY

Only authorized participants in the Project are permitted to have access to the CPMS, and all individuals and entities are subject to approval by HAKC.

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**SECTION 02 – EXISTING CONDITIONS**

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- **Provide all labor and materials to complete the following:**
- Provide building permits / inspections if required, copies of all permits and inspection sheets shall be provided to HAKC project manager.

**SECTION 02 41 00 – DEMOLITION**

- REMOVE EXISTING ROOF SYSTEM AND DISPOSE NOTE: POSSIBLE MULTIPLE LAYERS OF ROOFING.
- REMOVE ANY DAMAGED 1/2IN ROOF SHEATHING AND REPLACE.
- SUBMITTED QUOTE SHALL ESTABLISH A " COST PER SHEET" INSTALLED PRICE FOR SHEATHING REPLACEMENT, DAMAGED SHEATHING WILL BE BILLED AT QUOTED PRICE PER SHEET FOR THE DURATION OF THE ENTIRE PROJECT. ANY REPLACED SHEATHING WILL REQUIRE PHOTO DOCUMENTATION OF DAMAGED SHEATHING AND APPROVAL BY THE PROJECT MANAGER PRIOR TO REPLACEMENT.
- REMOVE ANY REMAINING GUTTERS & DOWNSPOUTS EXCLUDING THE BOTTOM 10 FT OF STEEL ROUND COLLECTOR PIPE AT EACH DOWNSPOUT LOCATION, THESE ARE TO BE PAINTED AND RE-USED.
- NEW DOWNSPOUTS SHALL BE ADAPTED AND OR MODIFIED TO DISCHARGE INTO THE ROUND COLLECTOR PIPES WITHOUT LEAKAGE.

**SECTION 06 – WOOD, PLASTICS, AND COMPOSITES**

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- **Provide all labor and materials to complete the following:**
- Provide building permits / inspections if required, copies of all permits and inspection sheets shall be provided to HAKC project manager

**SECTION 06 11 10 – WOOD FRAMING**

- FACIA BOARD IS TO BE COVERED USING A WHITE PVC COATED WHITE ALUMINUM COIL MATERIAL COVERING THE ENTIRE FACE OF THE FACIA AND BENT AT A 90 DEGREE ANGLE AS TO COMPLETELY COVER THE ATTACHMENT NAILS OF THE SOFFIT MATERIAL BELOW AS SHOWN IN DETAIL SHEET TITLED **REPLACEMENT SOFFIT DETAIL SHEET #A001.**
- TRIM BOARDS AT GABLE ENDS ARE TO BE COVERED USING THE SAME MATERIAL, COVERING THE ENTIRE FACE OF THE TRIM BOARD INCLUDING THE UNDERSIDE AND TOP EDGE TO PREVENT WATER INTRUSION. CAULK AS REQUIRED USING A CLEAR SILICONE.

**SECTION 06 15 00 – WOOD DECKING**

- Roof Sheathing replacement - \*\* see section 02 41 00 – Demolition

## SECTION 07 – THERMAL AND MOISTURE PROTECTION

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- **Provide all labor and materials to complete the following:**
- Provide building permits / inspections if required, copies of all permits and inspection sheets shall be provided to HAKC project manager

### SECTION 07 31 13 – ASPHALT SHINGLES

- INSTALL 30 YEAR, ARCHITECTURAL, FIBERGLASS SHINGLE ACCORDING TO INDUSTRY STANDARD INSTALLATION GUIDELINES AND FOLLOWING THE MANUFACTURERES RECOMMENDED INSTALLITION GUIDELINES. INCLUDES ALL FELT PAPER, DRIP EDGE, FLASHINGS, ROOF VENTS, RIDGE CAPS, STEP FLASHING, SEALANT AND ANY OTHER MANUFACTURER RECOMMENDED INSTALLATION ACCESSORIES AS REQUIRED. COLOR TO BE WEATHERED WOOD OR SIMILAR. *INCLUDE PRODUCT SPECIFICATIONS IN QUOTE PACKAGE ALONG WITH SHINGLE SAMPLE.*

### SECTION 07 46 73 – SOFFIT

- INSTALL 12IN WHITE, PERFORATED (VENTED) POLYVINYL SOFIT MATERIAL AS ILLUSTRATED IN DETAIL SHEET TITLED **REPLACEMENT SOFFIT DETAIL SHEET A001**. *INCLUDE PRODUCT SPECIFICATIONS IN QUOTE PACKAGE ALONG WITH PRODUCT SAMPLE.*

### SECTION 07 71 23 – GUTTERS AND DOWNSPOUTS AND GUTTER GUARDS

- INSTALL WHITE 6" K TYPE SEAMLESS GUTTERS WITH 4 X 3 DOWNSPOUTS DISCHARGING INTO THE ATTACHED STEEL DOWNSPOUT COLLECTOR AS SHOWN IN ILLUSTRATION BELOW.



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- GUTTERS SHALL BE FITTED WITH A GUTTER GUARD SYSTEM. *INCLUDE PRODUCT SPECIFICATIONS IN QUOTE PACKAGE ALONG WITH PRODUCT SAMPLE.*



SECTION 07 72 00 – ROOF ACCESSORIES

- INSTALL SNOW AND ICE GUARDS AS REQUIRED BY CODE
- INSTALL KICK OUT FLASHING AS ILLUSTRATED IN **REPLACEMENT SOFFIT DETAIL SHEET A001**

**SECTION 08 – OPENINGS**

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- **Provide all labor and materials to complete the following:**
- Provide building permits / inspections if required, copies of all permits and inspection sheets shall be provided to HAKC project manager

SECTION 08 95 13 – SOFFIT VENTS

- SEE SECTION 07 46 73 - SOFFIT

**SECTION 09 - FINISHES**

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- **Provide all labor and materials to complete the following:**
- Provide building permits / inspections if required, copies of all permits and inspection sheets shall be provided to HAKC project manager

**SECTION 09 90 00 – PAINTING AND COATING**

- ADDITION, FABRICATION, OR REPAIR OF ANY STEEL DOWNSPOUT COLLECTORS AS SHOWN IN SECTION 07 71 23 – GUTTERS AND DOWNSPOUTS AND GUTTER GUARDS, WILL REQUIRE FINISH COATINGS OF 1 COAT PRIMER, 2 COATS EXTERIOR SG WHITE ENAMAL PAINT TO PREVENT RUST AND OR DETERIORATION TO COLLECTOR SYSTEM.

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**SECTION 99 – END OF SCOPE AND SPECIFICATIONS**



Building Type	# of buildings	sq ft per building	Total sq ft per type
Type 1	3	4,373.00	13,119.00
Type 2	10	5,103.00	51,030.00
Type 3	12	5,751.00	69,012.00
Type 4	3	3,702.00	11,106.00
CC 299	1	3,731.00	3,731.00
	29	22,660.00	147,998.00

HOUSING AUTHORITY OF KANSAS CITY	SCALE 1" = 50'	REVISION	SDC	SHEET #
Riverview Roofing	DEPARTMENT FACILITIES	EMP INITIALS DWM	ARCH D	A001
<b>Riverview Building Layout</b>				

# DAVIS BACON PREVAILING WAGE RATES

"General Decision Number: MO20240063 02/23/2024

Superseded General Decision Number: MO20230063

State: Missouri

Construction Type: Residential

County: Jackson County in Missouri.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.   . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.   . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/23/2024

\* BRMO0015-023 04/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 39.85	21.70
-----		
CARP0005-011 05/01/2023		

	Rates	Fringes
CARPENTER.....	\$ 34.48	21.25
-----		
ELEC0124-001 08/28/2023		

	Rates	Fringes
ELECTRICIAN.....	\$ 47.37	25.89
-----		
ENGI0101-031 04/01/2020		

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator.....	\$ 39.74	20.10
Roller.....	\$ 39.74	20.10
-----		
LABO0264-004 04/01/2020		

	Rates	Fringes
LABORER		
Mason Tender - Brick.....	\$ 30.00	15.70
-----		
PAIN0003-021 04/01/2019		

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 21.10	12.50
-----		
PLUM0008-018 06/01/2023		

	Rates	Fringes
PLUMBER.....	\$ 54.28	23.79
-----		
ROOF0020-009 06/01/2023		

	Rates	Fringes
ROOFER.....	\$ 37.60	21.64
-----		
SFMO0314-004 10/01/2023		

PORTION OF COUNTY WITHIN A 30 MILE RADIUS OF THE INTERSECTION  
OF PERSHING & BROADWAY IN KANSAS CITY, MO

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers) .....	\$ 43.04	24.35
-----		
SFMO0669-005 01/01/2024		

REMAINDER OF COUNTY

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers) .....	\$ 41.00	26.93
-----		
SHEE0002-028 07/01/2011		

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and HVAC System) .....	\$ 27.37	8.14
-----		
* SUMO2011-007 08/11/2011		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 16.00 **	0.00
LABORER: Common or General.....	\$ 11.00 **	0.00
-----		

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658



(\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

#### Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.  
=====

END OF GENERAL DECISION"

**Page 1 of Bid Form  
IFB-23-0311**

**Date:** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Hereinafter called the "Bidder"

**TO:** Housing Authority of Kansas City, Missouri  
3822 Summit Street  
Kansas City, Missouri 64111  
Hereinafter called the "Owner"

The undersigned bidder for \_\_\_\_\_, (your company name)  
located at \_\_\_\_\_, (your company address) in accordance  
with the applicable specifications and related documents prepared by the Housing Authority of  
Kansas City, Missouri, and having familiarized itself with the local conditions effecting the cost of  
the Work at the place where the Work is to be done and with the Instructions to Bidders, Plans  
and Specifications, General and Supplementary Conditions, Special Conditions, Form of  
Agreement and other Contract Documents, and having examined the location of the proposed  
Work and considered the availability of labor and materials, hereby proposes and agrees to  
perform everything required to be performed, and to provide and furnish all labor, materials,  
necessary tools, expendable equipment, and all utility and transportation service necessary to  
perform and complete in a workmanlike and timely manner all the Work required to **Riverview  
Gardens - Roofing, Facia's, Soffits, and Gutters Replacement at 299 Paseo KCMO 64106**  
in accordance with the scope of work, all in strict conformance with the Instructions to Bidders  
and other Contract Documents (including  
Addendum Nos \_\_, \_\_, and \_\_, the receipt of which is hereby acknowledged,), for the  
lump sum(s) hereinafter specified.

**MBE/WBE PARTICIPATION**

Does the bidder have a MBE/WBE policy for awarding to subcontractors? \_\_\_\_\_

The bidder agrees to make every effort to carry out this MBE/WBE policy through award of  
subcontracts to minority/women's business enterprises to the fullest extent consistent with the  
efficient performance of this contract.

If 'Yes', indicate potential MBE/WBE participation level:

MBE Percentage Participation \_\_\_\_\_ %  
WBE Percentage Participation \_\_\_\_\_ %

**All pages of the Bid Form must be:  
Filled out completely, signed and returned.  
Failure to complete and submit all documents request in this IFB may  
remove your bid from consideration.**

**Page 2 of Bid Form –**

**IFB-24-0311**

**BABA Compliant**  
**Products**

**Submit a bid for each (or all) Contract Group(s) your company would like to complete.**  
Bids shall include all items as specified in the IFB.

**Contract Group 1 Total: \$ \_\_\_\_\_**

- Type 1
- Type 1
- Type 2
- Type 2
- Type 3

**Contract Group 2 Total: \$ \_\_\_\_\_**

- Type 1
- Type 2
- Type 2
- Type 2
- Type 3

**Contract Group 3 Total: \$ \_\_\_\_\_**

- Type 2
- Type 2
- Type 3
- Type 3
- Type 4

**Contract Group 4 Total: \$ \_\_\_\_\_**

- Type 2
- Type 2
- Type 3
- Type 3
- Type 4

**Contract Group 5 Total: \$ \_\_\_\_\_**

- Type 3
- Type 3
- Type 3
- Type 3

**Contract Group 6 Total: \$ \_\_\_\_\_**

- Type 2
- Type 3
- Type 3
- Type 4
- Community Center

***\* Reference the Master Layout in the SOW to Identify Contract Groupings***

**non-BABA Compliant  
Products**

**Submit a bid for each (or all) Contract Group(s) your company would like to complete.**  
Bids shall include all items as specified in the IFB.

**Contract Group 1 Total: \$ \_\_\_\_\_**

- Type 1
- Type 1
- Type 2
- Type 2
- Type 3

**Contract Group 2 Total: \$ \_\_\_\_\_**

- Type 1
- Type 2
- Type 2
- Type 2
- Type 3

**Contract Group 3 Total: \$ \_\_\_\_\_**

- Type 2
- Type 2
- Type 3
- Type 3
- Type 4

**Contract Group 4 Total: \$ \_\_\_\_\_**

- Type 2
- Type 2
- Type 3
- Type 3
- Type 4

**Contract Group 5 Total: \$ \_\_\_\_\_**

- Type 3
- Type 3
- Type 3
- Type 3

**Contract Group 6 Total: \$ \_\_\_\_\_**

- Type 2
- Type 3
- Type 3
- Type 4
- Community Center

***\* Reference the Master Layout in the SOW to Identify Contract Groupings***

**Page 4 of Bid Form  
IFB-24-0311**

TIMING

The undersigned Bidder hereby agrees to commence the work required under his contract within ten (10) days from the date of a Notice to Proceed and agrees to substantially complete the Work or segments of the Work on or before the schedule dates, and to pay as liquidated damages the corresponding amount stipulated in contract documents, for each instance that the Work remains substantially incomplete in accordance with the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any or all bids, to waive minor informalities in any bid, to award the contract in the Documents by mutual agreement with the successful bidder.

The bidder understands that days are defined as calendar days.

The Bidder agrees to deliver to the HAKC the Certification of Insurance, Representations, Certifications and Other Statements, and Contractors Occupation Statement.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Authorized Officer/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**NO BID REPLY FORM**

**HOUSING AUTHORITY OF KANSAS CITY (HAKC)**

**INVITATION FOR BIDS (IFB) # 24-0311  
Riverview Roofing, Facia's, Soffits, and  
Gutters Replacement**

To assist us in obtaining good competition on our Invitation for Bids (IFB), we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return to the Procurement department via fax or email with the subject line "Bid #24-0311."

This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by indicating below.

***Unfortunately, we must offer a "No Bid" at this time because:***

\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_ 2. We do not wish to propose under the terms and conditions of the Invitation for Bid document. Our objections are:

---

---

\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_ 4. We do not provide the services on which Bids are requested.

\_\_\_\_ 5. Other:

---

---

\_\_\_\_ We wish to remain on the Bidders' list for these services.

\_\_\_\_ We wish to be removed from the Bidders' list for these services.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE



**IFB-24-0311**

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn, deposes and says:

That he is \_\_\_\_\_.  
(Partner, Officer of Firm, Corp., etc.)

The party making the foregoing proposal or bid and attests to the following:

1. That affiant employed no person, corporation, firm association, or other organization, either directly or indirectly, to secure the public contract under whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
2. That no part of the contract price received by affiant was paid or will be paid to any person, or corporation, firm association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant who services in connection with the construction of the public building or project were in the regular course of their duties for affiant: and
3. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Kansas City, Missouri or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Signature of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

# REFERENCES

## BANKS

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

## TRADE

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>

## SUBCONTRACTORS

<i>Name</i>	<i>Address</i>	<i>Phone</i>	<i>Account #</i>





## STATEMENT OF QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheet(s). This document must be notarized by a notary public.

1. Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name of Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

3. Date Company was Established: \_\_\_\_\_

4. Are you a Sole Proprietorship?: \_\_\_\_\_

Partnership?: \_\_\_\_\_

Joint Venture?: \_\_\_\_\_

Corporation? \_\_\_\_\_

If a corporation, please enclose a copy of corporation papers and corporate seal.

5. How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_

6. Give the name and address of any other contract firm under which the owners or partners have operated. Include dates:

NAME	ADDRESS	DATE

7. Current similar contracts: (Give name, address, phone number, amount of each contract, and appropriate anticipated date of starting and completion.)

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

8. General scope of work performed by your Company, (i.e., general contracting, specialty in any particular trade).

9. Are you minority owned? \_\_\_\_\_. If so, are you certified as an MBE/WBE with the City or State? \_\_\_\_\_. If yes, please attach a copy of this certification. Resident owned business? \_\_\_\_\_.

10. If so, provide the information below:

NAME	% of OWNERSHIP	RACE	SEX	TITLE

11. Are you in compliance with the Kansas City, Missouri Human Relations Department? \_\_\_\_\_. (Attach a copy of Certificate of Compliance from the City.)

12. City of Kansas City, Missouri occupation License Number: \_\_\_\_\_  
\_\_\_\_\_.  
(Enclose a copy)

13. Registration with Secretary of State of Missouri (Enclose a copy)

14. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, when, where and why?

15. Have you ever defaulted on a contract? \_\_\_\_\_ If so, when, where and why?

16. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include the name, address and phone number of each party.

NAME	ADDRESS	PHONE	AMOUNT	START	COMPLETE

17. List name, address, background and experience of the principal members of your organization, including the officers (if needed, use additional sheets).

NAME	ADDRESS	BACKGROUND EXPERIENCE

18. Has the company ever been party to or involved in any action related to discrimination based upon race, nationality, sex, or religion? \_\_\_\_\_ If so, give full details:

19. Has the company ever caused a lien for material or mechanical work default payment to be placed against owner? \_\_\_\_\_ If so, when, where, why and resolution:

20. Social Security Number: \_\_\_\_\_

21. Federal I.D. Number: \_\_\_\_\_

22. Insurance Company: \_\_\_\_\_

Amount of Insurance: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

**Attach a copy of the insurance certificate.**

**At Contract Signing – verification of the HAKC as an Additional Insured is required.**

23. Are you certified by any other agencies? \_\_\_\_\_

Names of Agencies:

24. Please sign the statement below to authorize the release of information to the HAKC for the purpose of verifying your references.

I hereby authorize the release of information to the Housing Authority of Kansas City, Missouri for the purpose of verifying my references.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date



**STATEMENT OF RELEASE OF INFORMATION**  
**AUTHORIZATION**

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Housing Authority of Kansas City, Missouri in verification of the recitals comprising this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

STATE OF MISSOURI    )  
  )SS  
COUNTY OF JACKSON )

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## JOINT VENTURE QUESTIONNAIRE

The following questionnaire must be fully completed and submitted concurrently with the Contractor's Occupation Statement by all Contractors submitted as a joint venture.

Names of Firms involved in the Joint Venture: \_\_\_\_\_

- 
1. Specify the percent of Minority Business Enterprise/Women Business enterprise (MBE/WBE) ownership in terms of profit and loss sharing.
  2. Describe the Capital Contributions by each Joint Venturer.
  3. Describe the financial controls of the Joint Venture: Who will keep the books, how will expenses to be reimbursed what is the authority of each Joint Venturer to commit to obligate the others?
  4. Explain the relationship of ownership, options for ownership or loans between the Joint Venturers.
  5. How and by whom will the on-site work be supervised?
  6. Who will be responsible for material purchases and how will the purchases be financed?
  7. Who will provide the equipment, the estimated cost thereof and how will the equipment be financed?
  8. How and from whom will bonding be acquired; insurance; name of company(s) providing bonding and insurance.
  9. Describe the experience and business qualifications of each Joint Venturer.
  10. Submit copies of any Joint Venture Agreement.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

**HOUSING AUTHORITY OF KANSAS CITY MISSOURI**

**BUY AMERICA CERTIFICATION FORM**

**For Iron, Steel, Manufactured Products and Construction Materials**

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of the Infrastructure Investment and Jobs Act (IIJA) sections 70901 through 70927 and the applicable regulations in 2 CFR 184.3

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

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

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

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

Date Signed: \_\_\_\_\_

CERTIFICATE OF NON-COMPLIANCE (or only partially successful) WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it is unable to find the necessary BABA compliant products to meet the requirements of Infrastructure Investment and Jobs Act sections 70901 through 70927, but it may qualify for a waiver to the requirements consistent with BAP waiver process, and the applicable HUD regulations.

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

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

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

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

Date Signed: \_\_\_\_\_

***\* Please provide documentation with the products that are compliant in response to this IFB.***

# ***Sample Contract***

## **CONTRACT FOR CONSTRUCTION SERVICES**

### **AGREEMENT BETWEEN THE HOUSING AUTHORITY OF KANSAS CITY, MISSOURI AND CONTRACTOR**

**THIS AGREEMENT** made this \_\_\_\_ day of April 2024

**BETWEEN THE HOUSING AUTHORITY OF KANSAS CITY, MISSOURI (HAKC)**, a Missouri Municipal Corporation with its principal business office at 3822 Summit Street, Kansas City, MO 64111.

and the Contractor: \_\_\_\_\_.

For the following Project: \_\_\_\_\_.

HAKC and the Contractor agree as set forth below:

## **Article 1 Definitions**

- 10.1 *"Acceptance"*
- 10.2 *"Agreement"*
- 10.3 *"Calendar Day"*
- 10.4 *"Complete" and "Completion"*
- 10.5 *"Contract Price"*
- 10.6 *"Contract Time"*
- 10.7 *"Contracting Officer"*
- 10.8 *"Day"*
- 10.9 *"Drawings"*
- 10.10 *"Final Acceptance"*
- 10.11 *"Final Completion"*
- 10.12 *"General Conditions"*
- 10.13 *"HAKC"*
- 10.14 *"HAKC Residents"*
- 10.15 *"Minority Business"*
- 10.16 *"Owner"*
- 10.17 *"PHA/IHA"*
- 10.18 *"Project Manager"*
- 10.19 *"Specifications"*
- 10.20 *"Subcontract"*
- 10.21 *"Subcontractor"*
- 10.22 *"Substantially Complete"*
- 10.23 *"Women's Business Enterprise"*
- 10.24 *"Work"*
- 10.25 *"Work Day"*
- 10.26 *"Work Site"*

## **Article 2 Contractor's Responsibility for Work**

- 2.1 *GENERAL RESPONSIBILITIES*
  - 2.1a. *Compliance & Business Judgment*
  - 2.1b. *Supervision & Coordination*
  - 2.1c. *Contracting Officer:*
- 2.2 *EMPLOYEES & SUBCONTRACTORS*
- 2.3 *CONTRACTOR'S USE OF THE WORK SITE*
  - 2.3a. *Project Manager's Instructions*
  - 2.3b. *Roads, Entrances & Storage*
  - 2.3c. *Material Storage*
  - 2.3d. *Cleaning & Maintenance of Work Site*
- 2.4 *INDEMNIFICATION*
- 2.5 *INDEPENDENT CONTRACTOR*

## **Article 3-5 Purposely Omitted**

## **Article 6 Construction Progress Schedule, Progress Reports and Progress Meetings**

- 6.1 *PROGRESS SCHEDULE*
  - 6.1a. *Content of Schedule*
  - 6.1b. *Submission & Approval of Schedule*
  - 6.1c. *Updating Schedule*
  - 6.1d. *Schedule to Subcontractors*
  - 6.1e. *Compliance with Schedule*
- 6.2 *DELETION*
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## Article 1 Definitions

1.1 *"Acceptance"* means the issuance of a Certificate of Substantial Completion.

1.2 *"Agreement"* means all items incorporated in Article 50, as component parts of this Agreement between HAKC and Contractor. The term "Agreement" also includes all formal changes made in writing in accordance with the procedures established herein.

1.3 *"Calendar Day"* means a twenty-four hour period of time, including weekdays, weekends and holidays.

1.4 *"Complete" and "Completion"* shall have the same meaning as the term "Final Completion" except when the terms are modified by the words "partial," or "substantial," or another meaning is undisputedly intended, as evidenced by the context or usage of such terms.

1.5 *"Contract Price"* and similar terms (including, but not limited to, Contract Sum and Agreement Price), mean the sum which HAKC agrees to pay, and Contractor agrees to accept as payment, for the performance of this Agreement, pursuant to Paragraph 27.1.

1.6 *"Contract Time"* means the period of time required for performance of the Work stated in Article 25.

1.7 *"Contracting Officer"* means the person delegated the authority by HAKC to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of HAKC in all dealings with the Contractor.

1.8 *"Day"* means a Calendar Day.

1.9 *"Drawings"* means the graphic and pictorial documents, prepared or approved by the Project Manager, showing the design, location and dimensions of the Work, generally including plans, elevations, sections details, schedules and diagrams.

1.10 *"Final Acceptance"* means the issuance by the Project Manager of the Certificate of Final Completion.

1.11 *"Final Completion"* means the condition of the Work on the date the Project Manager issues the Certificate of Final Completion.

1.12 *"General Conditions"* mean the General Conditions of the Contract for Construction, form HUD-5370.

1.13 *"HAKC"* means Housing Authority of Kansas City, Missouri, a Missouri Municipal Corporation created pursuant to R.S.Mo. § 99.040.

1.14 *"HAKC Residents"* means individuals who reside at a housing project owned by HAKC.

1.15 *"Minority Business"* means a business which is at least fifty-one percent (51%) owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least fifty-one percent (51%) of the voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority Group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Asian Indian Americans, and Hasidic Jewish Americans.

1.16 *"Owner"* means Housing Authority of Kansas City, Missouri, a Missouri Municipal Corporation created pursuant to R.S.Mo. § 99.040.

1.17 *"PHA/IHA"* means Housing Authority of Kansas City, Missouri, a Missouri Municipal Corporation created pursuant to R.S.Mo. § 99.040.

1.18 *"Project Manager"* means the person designated by HAKC to monitor and enforce the terms and conditions of the contract documents and exercise such authority as stated in this Agreement.

1.19 *"Specifications"* means the documents prepared by the HAKC's Construction Management Department consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.20 *"Subcontract"* means any contract, purchase order or other agreement, including modifications and Change Orders to the foregoing, entered into by a Subcontractor to furnish supplies, materials, equipment and services for the performance of this Agreement.

1.21 *"Subcontractor"* means any supplier, vendor, firm, entity or individual that furnishes supplies, materials, and equipment or services to or for the Contractor or another Subcontractor.

1.22 *"Substantially Complete"* describes the condition of Work when all the Work, or a portion of the Work designated by the Project Manager, is sufficiently completed in accordance with this Agreement, so that such Work can be utilized for its intended purposes. No Work shall be deemed Substantially Complete until the Contractor satisfies all requirements for demonstration and instruction

regarding operation and maintenance procedures with respect to such Work.

1.23 *"Women's Business Enterprise"* means a business that is at least fifty-one percent (51%) owned by a woman or women who are U.S. citizens and who also control or operate the business.

1.24 *"Work"* includes all construction and services required by the Specifications, Drawings, and this Agreement, whether completed or partially completed, including all labor, materials, equipment and services for the **Roofing, Facia's, Soffits, and Gutter Replacement**, and as further described in the written scope of work and Contractor's proposal if any attached hereto.

1.25 *"Work Day"* means a twenty-four hour (24) period of time, excluding Saturdays, Sundays and federal holidays.

1.26 *"Work Site"* means the location designated by the Contracting Officer where the Work is to be performed.

## **Article 2 Contractor's Responsibility for Work**

### 2.1 GENERAL RESPONSIBILITIES

2.1 a. *Compliance & Business Judgment:* The Contractor shall perform all Work in compliance with this Agreement. The Contractor shall exercise sound business judgment and use its best skill and attention when performing the Work.

2.1 b. *Supervision & Coordination:* The Contractor shall supervise, coordinate and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement, unless expressly stated otherwise in this Agreement.

2.1 c. *Contracting Officer:* The Contractor shall not be relieved of its obligations to perform the Work in accordance with this Agreement by performance of the duties of Contracting Officer or any duly authorized representative of HAKC (i.e. the Project Manager), or by tests, inspections, approvals or certifications required or performed by persons other than the Contractor. The Contracting Officer may delegate its authority and obligations. The Contractor shall submit to the Contracting Officer such documentation as requested by the Contracting Officer to assist in the administration of construction.

### 2.2 EMPLOYEES / SUBCONTRACTORS

The Contractor shall be responsible for the conduct and discipline of its employees and Subcontractors. All

workmen shall have sufficient knowledge, skill, and experience to perform properly the Work assigned to them. Any workman, who does not perform his Work in a skillful manner, appears to be incompetent, or acts in a disorderly or intemperate manner, shall, at the request of the Project Manager, be removed from the work site by the Contractor or his Superintendent. Such removal is not cause for an extension of time in which to complete the Work.

### 2.3 CONTRACTOR'S USE OF THE WORK SITE

2.3a. *Project Manager's Instructions:* The Contractor shall limit its use of the Work Site in accordance with the written instructions of the Project Manager. When the Contractor is not performing Work in a particular area of the Work Site, the Contractor shall take reasonable measures, including the removal of equipment and materials, to permit use of such areas by HAKC, HAKC Residents and the public.

2.3b. *Roads, Entrances & Storage:* The Contractor shall not block public roads or entrances to the Work Site. The Contractor or Subcontractors shall not use the public roads and entrances to the Work Site for storage of materials or parking.

2.3c. *Material Storage:* The Contractor shall coordinate the Work and deliveries to minimize the amount of materials and equipment stored at the Work Site. The Contractor shall receive, store and handle products, materials and equipment in a manner, which will prevent loss, deterioration and damage.

2.3d. *Cleaning & Maintenance of Work Site:* The Contractor shall insure that work site is cleaned on a daily basis. Debris must be removed or placed in a container approved by Project Manager.

### 2.4 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless HAKC and HAKC's directors, officers and employees against any and all claims, demands, losses and liabilities, including court costs and attorneys' fees, arising out of any act or omission by or on behalf of Contractor or any Subcontractor.

### 2.5 INDEPENDENT CONTRACTOR

The Contractor is acting at all times as an independent contractor. Neither the conduct of the parties nor any provision of this Agreement shall create a master-servant relationship between HAKC and the Contractor.

## **Article 3-5 Purposely Omitted**

## **Article 6 Construction Progress Schedule, Progress Reports and Progress Meetings**

### 6.1 *PROGRESS SCHEDULE:*

6.1 a. *Content of Schedule:* Contractor shall prepare a detailed construction progress schedule covering all aspects of the Work. The Progress Schedule shall:

(1) Provide a detailed, graphic representation of activities and events that will occur during performance of the Work.

(2) Identify each phase of construction and occupancy.

(3) Identify dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the Contract Documents,

(4) Display the relationship of the Work to other activities, such as scheduled occupancy by HAKC or other contractors' work,

(5) Establish start dates and completion dates of distinct aspects of the Work;

(6) Indicate the estimated percentage of completion of Work activities in ten percent (10%) increments,

(7) Reflect the time required for procurement of manufactured or processed materials and equipment,

(8) Reflect time required for inspections and certifications; and,

(9) Additional information requested by the Contracting Officer or any duly authorized representative of HAKC.

6.1b. *Submission & Approval of Schedule:* The Contractor shall submit its proposed Progress Schedule to the Project Manager within ten (10) days after issuance of the Notice to Proceed. After receipt of the proposed Progress Schedule, the Project Manager shall either approve the schedule or notify the Contractor of required modifications. If modifications are required, the Contractor shall modify and resubmit the Progress Schedule, in a form satisfactory to the Project Manager, within seven (7) days after receiving notice of such modifications.

6.1c. *Updating Schedule:* The Contractor shall update the Progress Schedule every calendar month during which Work is performed. The Contractor shall update all aspects of the Progress Schedule, including: (1) the percentage of Work complete, (2) changes in actual or proposed activity durations, (3) projected

future start and completion dates, (4) delays affecting the Work, (5) additional information requested by the duly authorized representative of HAKC. The Contractor shall submit updated versions of the CPM Progress Schedule with each Application for Payment.

6.1 d. *Schedule to Subcontractors:* The Contractor shall submit copies of the Progress Schedule and all revisions thereto, to all Subcontractors.

6.1 e. *Compliance with Schedule:* The Contractor shall perform the Work in compliance with the original version of the Progress Schedule (*i.e.*, the first version of the Progress Schedule approved by the Project Manager). The Contractor shall monitor the Work's progress and notify the Project Manager in writing of any deviations from the original version of the Progress Schedule. If the Project Manager determines the Work has not reached the level of completion required by the original version of the Progress Schedule, the Project Manager may require the Contractor to take corrective measures necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; and, (2) supplying additional manpower, equipment, and facilities (hereinafter referred to collectively as "Extraordinary Measures"). The rights of the Project Manager to require Extraordinary Measures are solely for the purpose of ensuring the Contractor's compliance with this Agreement. The Contractor shall not receive an adjustment to the Contract Price in connection with Extraordinary Measures required pursuant to this Article.

### 6.2 *DELETION*

Clause 6(a) of the General Conditions shall be deleted entirely.

### 6.3 *PROGRESS REPORTS:*

6.3a. *Preparation & Submission:* The Contractor shall prepare and maintain a weekly record of construction progress activities ("Weekly Progress Reports"). The Contractor shall deliver weekly Progress Reports to the Project Manager once per week, during every week in which Work is performed.

6.3b. *Form & Handwriting:* The weekly Progress Reports shall be prepared on a standard form, acceptable to the Project Manager, and shall contain legible handwriting. If the Project Manager determines that handwriting on a weekly Progress Report is not legible, the Project Manager may require the Contractor to type subsequent weekly Progress Reports.

6.3 c. *Contents:* The Contractor shall indicate the following on weekly Progress Reports:

- (1) Subcontractors at the Work Site;

(2) Approximate number of personnel at the Work Site;

(3) Work stoppages and delays, and the causes of such events;

(4) Accidents and unusual events;

(5) Inspections and tests performed, or expected to be performed within the next week;

(6) General weather conditions,

(7) Additional information requested by the Project Manager or other duly authorized representative of HAKC.

#### 6.4 *PROGRESS MEETINGS*

6.4a. *Time & Attendance:* HAKC may schedule Progress Meetings during every calendar month during which Work is performed. The Contractor shall attend such Progress Meetings. The Contract shall require its Subcontractors to attend such meetings at HAKC's request.

### **Article 7 Site Investigation and Conditions Affecting the Work**

#### 7.1 *GRADES & DIMENSIONS*

The exactness of grades, elevations, dimensions, or locations given on any Specification or Drawing issued by the Project Manager, or work installed by other contractors, is not guaranteed by the HAKC. The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of the Contractor's Work with existing or other work, the Contractor shall verify all dimensions relating to such existing or other work.

#### 7.2 *FIELD MEASUREMENTS*

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions with the Specifications and Drawings before commencing construction activities.

### **Article 8-11 Purposely Omitted**

### **Article 12 Permits and Codes**

12.1 *OCCUPATIONAL LICENSES:* Before issuance of the Notice to Proceed, the Contractor shall submit evidence to the Contracting Officer or other duly authorized representative of HAKC of the Contractor's current Kansas City, Missouri, Occupational License to do business in Kansas City, Missouri. Before submitting its first Application for Payment, the Contractor shall ensure that all Subcontractors possess current Kansas City, Missouri, Occupational Licenses to do business in Kansas City, Missouri.

## 12.2 *APPLICABLE LAWS/REGULATIONS*

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations, including, but not limited to: (A) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327, *et. Seq.* (as supplemented by 29 CFR 5); (B) Anti- Kickback Act, 18 U.S.C. 874, *et seq.* (as supplemented by 29 CFR 3); (C) Conduct and Qualifications regulations found at 24 CFR 85; and, (D) Chapter 290, Wages, Hours and Dismissal Rights, of the Revised Statutes of Missouri, to the extent that such Chapter is not preempted by federal law. The Contractor shall satisfy and comply with applicable HAKC and HUD requirements, regulations and policies.

## 12.3 *INDEMNIFICATION*

The Contractor shall indemnify HAKC for any expense, including court costs and attorneys' fees, incurred by HAKC as a result of the Contractor's, or any Subcontractor's, violation of any law, ordinance, code, rule or regulation.

### **Article 13 Health, Safety, and Accident Prevention**

#### 13.1 *BARRICADES & FENCING*

The Contractor is responsible for providing adequate barricades or fencing at the Work Site and limiting ingress and egress so as to provide adequate warning to, and prevent injury of, third parties.

#### 13.2 *THEFT, VANDALISM & PHYSICAL HARM*

The Contractor shall take appropriate measures to ensure the security of the Work Site. Such security measures shall protect against theft, vandalism and destruction of the Work, equipment, materials, and personal property on the Work site. The Contractor shall take reasonable security measures to protect the Contractor's employees, Subcontractors' employees and all other individuals present on the Work Site from assault, battery, and other physical harm.

#### 13.3 *SAFETY PROGRAM*

Before commencing construction, the Contractor shall appoint a safety representative on site. The Contractor shall comply with the American Standard Safety Code. The Contractor shall always have on site a binder containing Material Safety Data Sheets. The Contractor shall post an outline of the safety program and the name of the safety representative at the Work Site. The Contractor shall implement its safety program throughout the performance of the Work. HAKC and the Project Manager shall not be responsible for implementation of safety measures.

13.4 *LOCAL SAFETY REQUIREMENTS*

The Contractor shall provide any and all measures of protection required by the City of Kansas City, Missouri, for the protection of the public and employees during excavation operations and performance of the Work. Such safety measures shall include, but shall not be limited to, protection of sidewalks, and placement of barricades, warning lights and signs.

**Article 14 Temporary Heating**

14.1 *PERMANENT EQUIPMENT*

Before operating permanent equipment for temporary heating purposes, the Contractor shall verify that such equipment is properly installed, lubricated and equipped with filters. The Contractor shall provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts of such equipment. The Contractor shall replace all filters before transferring possession of permanent heating equipment to HAKC.

**Article 15 Availability and Use of Utility Services**

15.1 *UTILITY ACTIVATION & DEACTIVATION*

Before beginning the Work, Contractor shall ensure that appropriate utilities have been deactivated. The Contractor shall be solely responsible for the activation and deactivation of utilities on the Work Site. Contractor shall indemnify HAKC for any and all liability incurred by HAKC, including attorneys' fees, resulting from the Contractor's failure to properly activate or deactivate utilities.

15.2 *UTILITY EASEMENTS*

The Contractor shall obtain easements necessary for the acquisition of temporary utilities, if HAKC does not own easements that can be used for that purpose.

15.3 *UTILITY INSPECTIONS & PERMITS*

The Contractor shall obtain appropriate Inspections, Tests, permits and certifications of appropriate public authorities before activating any temporary utility.

**Article 16 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements**

16.1 *NOTICE OF UTILITY DEACTIVATION*

Contractor shall obtain approval of the Project Manager and the Project Manager forty-eight (48) hours before

deactivating any utilities in occupied or existing facilities.

**Article 17 Purposely Omitted**

**Article 18 Clean Air and Water**

18.1. *AIRBORNE DIRT*: If requested by the Project Manager, the Contractor shall take necessary measures to limit the amount of airborne dirt and dust.

**Article 19 Purposely Omitted**

**Article 20 Inspection and Acceptance of Construction**

20.1 *INSPECTION & TEST ASSISTANCE*

The Contractor shall cooperate with all individuals performing Inspections or Tests and shall provide access to the Work. The Contractor shall: (1) furnish incidental labor and facilities to facilitate such Inspections or Tests; (2) obtain quantities of samples of materials to be tested; (3) provide facilities for storage and curing of test samples; (4) deliver samples to testing laboratories; (5) provide security and protection of samples and test equipment at the Work Site; and, (6) provide other services reasonably related to the performance of Inspections and Tests.

20.2 *INSPECTION & TEST COORDINATION*

The Contractor shall coordinate the Work with Inspections and Tests to avoid delays in the Work and prevent disassembly or uncovering of completed Work.

20.3 *LIST OF NONCONFORMING WORK*

When the Contractor believes that all Work is complete, the Contractor shall conduct a thorough inspection of the Work to identify and prepare a written list of all unfinished Work and all Work that otherwise fails to comply with the Specifications, Drawings or any aspect of this Agreement ("List of Unfinished and Nonconforming Work"). The Contractor shall submit its list of Unfinished and Nonconforming Work to the Project Manager and any Subcontractors that may be required to perform or correct such Work.

20.4 *SUBSTANTIAL COMPLETION APPLICATION*

After completion and correction of all Work identified on the List of Unfinished and Nonconforming Work, the Contractor shall submit to the Project Manager a written Application for Certification of Substantial Completion, containing a notarized statement that: (1) the governing codes administration authorities have approved each

building; and, (2) the Contractor has obtained certificates of occupancy for each building from appropriate public agencies.

20.5 *SUBSTANTIAL COMPLETION  
CERTIFICATION*

Within ten (10) days after receiving the Contractor's Application for Certification of Substantial Completion, the Project Manager shall review the Work and identify any remaining unfinished or nonconforming Work. If the Project Manager agrees that the Work is Substantially Complete, HAKC shall issue a Certificate of Substantial Completion, along with a punch list that describes any remaining unfinished or nonconforming Work. If the Project Manager determines that the Work is not Substantially Complete, the Contractor shall repair unfinished or nonconforming Work, and submit another Application for Certification of Substantial Completion. The Contractor shall pay all costs associated with the Contractor's second, and subsequent, Applications for Certification of Substantial Completion.

20.6 *PARTIAL SUBSTANTIAL  
COMPLETION:*

The Project Manager may, in his sole discretion, certify less than all of the Work as Substantially Complete. The Project Manager may require the Contractor to prepare and submit a List of Unfinished and Nonconforming Work for any designated portion of the Work. When the Contractor has performed all of the Work identified on such list, the Contractor shall submit to the Project Manager an Application for Certification of Substantial Completion for the designated portion of the Work, containing a notarized statement that: (1) the governing codes administration authorities have approved each building for the designated portion of the Work; and, (2) the Contractor has obtained certificates of occupancy for each building on the designated portion of the Work. If the Project Manager agrees that the designated portion of the Work is complete, they may issue a Certificate of Substantial Completion that identifies the substantially completed portion of the Work. A Certificate of Final Completion shall not be issued for less than all of the Work.

20.7 *FINAL COMPLETION  
APPLICATION*

After performing all Work required by the punch list, the Contractor shall submit to the Project Manager a written Application for Certificate of Final Completion, that includes a notarized statement that: (1) the Contractor has completed all Work in compliance with the Specifications, Drawings and this Agreement; and, (2) the Work is free from violations of federal, state and local environmental laws, regulations and ordinances and (3) all Work has met Industry Standards.

20.8 *FINAL COMPLETION  
CERTIFICATION*

Within ten (10) days after receiving the Contractor's Application for Certificate of Final Completion, the Project Manager shall review the Work and identify any remaining unfinished or nonconforming Work. If the Project Manager agrees that all Work is complete and complies with the Specifications, Drawings and this Agreement, HAKC shall issue a Certificate of Final Completion. If the Project Manager determines that any Work is incomplete or fails to comply with the Specifications, Drawings or this Agreement, the Contractor's Application for Certification of Final Acceptance shall be denied, and the Contractor shall complete or correct the Work and submit another Application for Certification of Final Completion. The Contractor shall pay all costs associated with the Contractor's second, and subsequent, Applications for Certification of Final Completion.

20.9 *EFFECT OF CERTIFICATES:*

The issuance of a Certificate of Substantial Completion or a Certificate of Final Completion shall not release the Contractor from liability for defective Work or Work that fails to comply with the Specifications or Drawings to the extent that such defect or nonconformity is not readily evident from visual of the Work Site.

20.10 *DELETION*

Sub clause 20(j) of the General Conditions shall be deleted entirely.

**Article 1-20 Purposely Omitted**

**Article 21 Use and Possession Prior to Completion**

21.1 *COORDINATION & OCCUPANCY  
CERTIFICATION*

HAKC may use and possess the Work Site and completed and partially completed portions of the Work. The Contractor shall coordinate the Work to facilitate HAKC's use and possession of the Work Site and completed or partially completed portions of the Work. The Contractor shall obtain certificates of occupancy from the appropriate authorities before HAKC or HAKC Residents occupy the Work.

21.2 *NOTICE OF DELAY*

The Contractor immediately shall provide written notice to the Project Manager if the Contractor believes that HAKC's use or possession of the Work Site or the Work will delay or hinder, or has delayed or hindered, performance of the Work. The Contractor shall waive its rights to damages, an extension of time or other relief

for such delay or hindrance, if the Contractor fails to submit such written notice within seven (7) days after commencement of the delay or hindrance.

## **Article 22 Purposely Omitted Article**

### **23 Warranty of Construction**

#### 23.1 *WARRANTY OBLIGATIONS*

The Contractor shall restore or remove-and-replace warranted Work to its originally specified condition, during the warranty period if the Work does not comply with or fulfill terms of warranty. The Contractor shall restore or remove-and-replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. The Contractor shall pay the cost of restoration or removal-and-replacement without regard to whether HAKC has already benefited from use of failing Work.

#### 23.2 *HAKC'S RECOURSE*

The Contractor's warranties and warranty periods shall not diminish implied warranties, and shall not deprive HAKC of actions, rights or remedies otherwise available as a result of Contractor's failure to fulfill requirements of this Agreement. HAKC reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of this Agreement.

### **Article 24 Prohibition against Liens**

#### 24.1 *PARTIAL LIEN WAIVERS*

The Contractor shall attach to every Application for Payment, a notarized Partial Lien Waiver that completely disclaims and waives the Contractors' right to file or maintain a lien against HAKC's property, to the extent of payments previously made to the Contractor. The Contractor shall fully pay, in a timely manner, all Subcontractors, and all agents, persons or entities claiming by or through such Subcontractors. The Contractor shall obtain and attach to every Application for Payment, a notarized Partial Lien Waiver from every Subcontractor that disclaims and waives the Subcontractor's right to file or maintain a lien against any HAKC property, to the extent of payments previously made to such Subcontractor.

#### 24.2 *FINAL LIEN WAIVER & RELEASE*

The Contractor shall attach to its Application for Final Payment a notarized Final Lien Waiver and Release that completely disclaims and waives the Contractor's right to file or maintain any lien against HAKC's property. The Contractor shall obtain and attach to its Application

for Final Payment a notarized Final Lien Waiver and Release from every Subcontractor that completely disclaims and waives the Subcontractor's right to file or maintain a lien against HAKC's property. Both Contractor and HAKC agree and understand that said Final Lien Waiver & Release shall be effective upon Contractor's receipt of the final payment from HAKC.

#### 24.3 *BOND IN LIEU OF LIEN WAIVER*

If any Subcontractor fails or refuses to furnish a valid or complete Lien Waiver, or Final Lien Waiver and Release, the Contractor shall furnish a bond satisfactory to HAKC to indemnify HAKC against any claim by lien or otherwise.

#### 24.4 *UNSATISFIED LIENS & CLAIMS*

If any lien or claim remains unsatisfied after Final Payment, the Contractor shall refund to HAKC all monies necessary to discharge such lien or claim, and shall compensate HAKC for all costs, reasonable attorney's fees, and other damages relating to the lien or claim.

### **Article 25 Contract Period/Schedule for Performance**

The Contractor agrees and acknowledges that time is of the essence in the performance of this Agreement. The Work shall be performed and completed within the Contract Time and according to the schedule contemplated in this Article 25.

#### 25.2 *SCHEDULE*

The Contractor agrees and acknowledges that all of the Work shall be completed within **Sixty (243) calendar days** from the date the HAKC provides the Contractor with the Notice to Proceed. Specifically, in order to establish the completion of the Work the Contractor agrees that it will provide to the HAKC certificate(s) of substantial completion within **Fifty-four (54) calendar days** from the date of the completion. Contractor further agrees that said certificate(s) must be satisfactory to the HAKC before the certificate(s) of substantial completion can be used to establish that the performance of the work was accomplished within the Contract time frame.

#### 25.3 **ACCESS TO SITE/COMMITMENT TO SCHEDULE**

HAKC promises to give the Contractor access to the entire construction Work Site on the date that HAKC provides the Contractor with the Notice to Proceed.



Contractor agrees that it has reviewed the specifications, drawings and any and all other documents, records, and materials that are necessary in order to make its promise that it can perform and complete all of the Work within **60 Calendar Days** from the date of the Notice to Proceed.

25.4 *DELETION*

Clause 25 of the General Conditions shall be deleted entirely.

**Article 26 Purposely Omitted**

**Article 27 Payments**

**27.1 CONTRACT PRICE & TAXES**

HAKC agrees to pay, and the Contractor agrees to accept as payment, for the performance of this Agreement, the sum of: **XXXXX**. The Contractor shall pay all taxes and contributions measured by wages, which may be applicable to this Agreement. Personal property and materials purchased for the purpose of constructing the Work is exempt from sales tax. The HAKC shall furnish to the Contractor a tax exemption certificate authorizing the purchase of personal property and materials for the construction, repair and remodeling of the Work. The Contractor shall furnish such certificate to all Subcontractors. When the Contractor and/or any Subcontractor purchases personal property or materials, the Contractor and/or Subcontractors shall present the tax exemption certificate to the materials supplier as authorization to purchase on behalf of HAKC all tangible personal property and materials to be consumed in or incorporated into the Work. The Contractor shall retain all invoices for all personal property and materials consumed in or incorporated into the Work for a period of five (5) years.

27.2 *PRICE BREAKDOWN:*

The Contractor shall submit a breakdown of the Contract Price ("Price Breakdown") in triplicate to the Contracting Officer, in accordance with Clause 27(c) of the General Conditions. The Price Breakdown shall be prepared on form HUD-51000, Schedule of Amounts for Contract Payments. The Price Breakdown shall project costs of major aspects of the Work, and identify separately the dollar values of each Subcontract and contracts with Minority Businesses and Women's Business Enterprises. No payments shall be due until the Price Breakdown is submitted in a form satisfactory to the Project Manager.

27.3 **SUBMISSION OF PAYMENT APPLICATION**

**Upon Contractor's completion of the Work and issuance of the Certificate of Substantial Completion, Contractor shall submit the Payment Application to the Project Manager for processing. The Application for Payment shall request payment for the labor and materials incorporated into the Work and materials suitably stored during the preceding calendar months, less the aggregate of previous payments and specified retainage.**

27.4 *FORM OF PAYMENT APPLICATIONS*

The Contractor shall include the following items in every Application for Payment, in a form satisfactory to the Project Manager:

A. *Cover Letter:* The Contractor shall submit a cover letter that: (1) identifies the Project; (2) assigns a number to the Application for Payment; and, (3) contains a detailed list of enclosures.

B. *Price Breakdown:* The Contractor shall submit a copy of the Price Breakdown, prepared in accordance with Paragraph 27.2.

C. *Periodic Estimate for Partial Payment:* The Contractor shall complete and submit form HUD-51001, Periodic Estimate for Partial Payment.

D. *Change Order Documentation:* The Contractor shall complete and submit form HUD-51002, Schedule of Change Orders. The Contractor shall submit a copy of every Change Order issued by the Contracting Officer.

E. *Stored Materials Documentation:* If the Application for Payment requests payment for materials stored, but not yet incorporated into the Work, the Contractor shall: (1) complete and submit form HUD-51003, Schedule of Materials Stored; (2) complete and submit form HUD-51004, Summary of Materials Stored; and, (3) submit other documentation required by Clause 27(g) of the General Conditions. Such documentation of stored materials shall identify: (1) the Contractor or Subcontractor responsible for storing such materials; and, (2) the location where such materials are stored. Form HUD-51003 shall be signed by the employees of the Contractor that prepare and verify such form.

F. *Statement of Compliance:* The Contractor shall complete and submit Department of Labor form WH-348, Statement of Compliance. The Contractor shall also obtain and submit Department of Labor forms WH-348, prepared by each Subcontractor performing Work during the month for which payment is requested.

G. *Payroll Documentation*: The Contractor shall complete and submit Department of Labor form WH-347, Payroll.

H. *Certificate Regarding Payment*: The Contractor shall complete and submit the certification regarding payment, required by Clause 27(e) of the General Conditions.

I. *Construction Progress Schedule*: The Contractor shall update and submit its Schedule, as required by Article 6, within one week preceding the submission of its Application for Payment.

J. *Certificate and Release*: The Contractor shall complete and submit a Certificate and Release, on HAKC's current form.

K. *Partial Lien Waivers*: Contractor shall execute and submit Partial Lien Waivers applicable to the Contractor and every Subcontractor as required by Article 24. The Contractor shall also submit all previously executed Partial Lien Waivers.

L. *Other Documents*: In addition to the above, the Contractor shall submit other documentation, if any, required by this Agreement.

#### 27.5 PAYMENT CERTIFICATE

After receiving the Contractor's Application for Payment, the Project Manager shall either issue to the Contracting Officer a Certificate for Payment for such amount as the Project Manager determines is properly due, or notify the Contracting Officer of its reasons for rejecting the Application for Payment, in whole or in part. The Project Manager shall return the Application for Payment to the Contractor within seven (7) days after receiving such application, and shall specify the reason(s) for returning the application, if the Project Manager determines: (1) the Application for Payment lacks adequate substantiating data; or, (2) the form of the Application for Payment is unsatisfactory.

#### 27.6 PAYMENT

Within thirty (30) days) after the Project Manager receives the Contractor's Application for Payment, the Contracting Officer shall either pay the Contractor the amount certified by the Project Manager or notify the Contractor of its reasons for withholding payment, in whole or in part.

#### 27.7 REJECTION OF PAYMENT APPLICATION

The Project Manager or the Contracting Officer may reject an Application for Payment (including an Application for Final Payment) or withhold payment, in whole or in part, to the extent reasonably necessary to protect the interests of HAKC. Applications for

Payment (including an Application for Final Payment) may be rejected and payment may be withheld from the Contractor for reasons including, but not limited to, the following: (1) citation by a public agency or authority for acts of the Contractor or any Subcontractor which violate any federal, state or local law, regulation or ordinance; (2) liquidated damages; (3) unsatisfactory progress; (4) defective Work not remedied; (5) disputed Work; (6) failure to strictly comply with any provision of this Agreement; (7) third party claims filed, or reasonable evidence that such claim will be filed, as a result of the Work or the Contractor's conduct; (8) failure to make timely payment for labor, equipment or materials; (9) reasonable evidence that a Subcontractor cannot be fully compensated under its contract with the Contractor for the unpaid balance of the Contract Price; and, (10) damage to another contractor, Subcontractor.

#### 27.8 EFFECT OF PAYMENT

The issuance of a Certificate for Payment and the making of payment to the Contractor shall not represent that the Project Manager or Contracting Officer has: (1) made exhaustive or continuous on-site inspections to check the quantity of the Work; (2) reviewed the Contractor's means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors to substantiate the Contractor's right to payment; or (4) attempted to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price. The issuance of a Certificate for Payment and the making of payments under this Agreement shall not be evidence of the satisfactory performance of the Work, in whole or part. The issuance of a Certificate for Payment and the making of payments shall not be construed as an acceptance of defective Work or improper materials.

#### 27.9 ERRONEOUS PAYMENT APPLICATION

If the Contractor, after submitting an Application for Payment or an Application for Final Payment, discovers that a portion or all of such application requested payment for Work that fails to conform to the Specifications, Drawings, or this Agreement, then the Contractor shall: (1) notify the Contracting Officer of such performance deficiency; and (2) pay HAKC interest on the value of the nonconformity (computed in the manner provided in 5 U.S.C. § 3909(c)) from the date of the Contractor's receipt of payment for the deficient Work until: (A) the date the Contractor notifies the Contracting Officer that the nonconformity has been corrected; or (B) the date that the Contractor reduces the amount of any subsequent Application for Payment by an amount equal to the value of the nonconformity.

#### 27.10 RETAINAGE

The Contracting Officer shall retain no more than ten percent (10%) of each payment to the Contractor.

Within thirty (30) days after Certification of Substantial Completion and upon receipt of Contractor's invoice, HAKC shall pay the retainage to the Contractor, less two times (2X) the dollar value of any unfinished or nonconforming Work, and less the dollar value of any claims asserted by HAKC and other deductions authorized by this Agreement or permitted by law.

#### 27.11 FINAL PAYMENT APPLICATION

The Contractor shall submit an Application for Final Payment to the Project Manager after issuance of the Certificate of Final Completion. In addition to the items required in every Application for Payment, the Application for Final Payment shall include the following:

A. *Certificate of Completion-Consolidated*: The Contractor shall submit a Certificate of Completion-Consolidated, on HAKC's current form.

B. *Warranties & Manuals*: The Contractor shall submit all written warranties, guarantees, maintenance agreements, workmanship bonds and manuals relating to the Work or components thereof.

C. *Release of Claims*: The Contractor shall submit a release of all claims against HAKC arising by virtue of this Agreement, other than claims, in stated amounts, that the Contractor has specifically accepted from the release. If any claims are accepted from the release, the Contractor shall clearly define the basis and scope of each individual claim. The Contractor shall not request payment for accepted claims in its Application for Final Payment.

D. *Final Lien Waiver & Release*: The Contractor shall execute and submit a Final Lien Waiver and Release. The Contractor also shall obtain and submit a Final Lien Waiver and Release from every Subcontractor.

E. *Wages, Hours & Dismissal Rights Affidavit*: The Contractor shall submit an affidavit stating that it has fully complied with the provisions and requirements of Chapter 290, Wages, Hours and Dismissal Rights, of Missouri's Revised Statutes. The Contractor shall submit similar affidavits that it has obtained from each Subcontractor, after the Subcontractor has completed its portion of the Work.

F. *Stock & Parts*: The Contractor shall submit evidence that extra stock and spare parts, tools, and keys required by this Agreement, if any, have been submitted to the Project Manager or placed in approved storage areas at the Work Site.

#### 27.12 FINAL PAYMENT CERTIFICATE

After receiving the Contractor's Application for Final Payment, the Project Manager shall either issue to the Contracting Officer a Certificate for Final Payment for such amount as the Project Manager determines is properly due or notify the Contracting Officer of its reasons for rejecting the Application for Final Payment, in whole or in part. The Project Manager shall return the Application for Final Payment to the Contractor within seven (7) days after receiving such application, and shall specify the reason(s) for returning the application, if the Project Manager determines: (1) the Application for Final Payment lacks adequate substantiating data; or, (2) the form of the Application for Final Payment is unsatisfactory.

#### 27.13 FINAL PAYMENT

Within thirty (30) days after the Project Manager receives the Contractor's Application for Final Payment, the Contracting Officer shall either pay the Contractor the amount certified by the Project Manager or notify the Contractor of its reasons for withholding Final Payment, in whole or in part. The Contracting Officer shall not make Final Payment to the Contractor, unless or until the Contractor submits the affidavits required by RSMo. § 290.290, concerning compliance with Chapter 290, Wages, Hours, and Dismissal Rights, of Missouri's Revised Statutes.

#### 27.14 DELETION

Sub clauses 27(b), 27(d), 27(f) and 27(i) of the General Conditions shall be deleted entirely.

#### Article 28 Contract Modifications

##### 28.1 DELETION

Clause 28 of the General Conditions, including all Sub clauses of Clause 28, shall be deleted entirely.

#### Article 29 Changes

##### 29.1 PERFORMANCE OF CHANGED WORK

The Contractor shall not perform Work-requiring reimbursement in addition to the Contract Price, or extensions of the Contract Time, without receiving a prior written Change Order issued by the Project Manager and signed by the Contracting Officer.

##### 29.2 CHANGE ORDER APPLICATIONS

If the Contractor believes that any instruction, act or event justifies a change in the Contract Price, the Contract Time, or other provision of this Agreement, the Contractor shall submit to the Project Manager a written Application for a Change Order.

##### 29.3 DELAYS:

29.3a. *Sources of Delay Claims*: If the Contractor is delayed at any time while performing the Work by labor disputes, fire, extraordinary adverse weather conditions not reasonably anticipatable, unavoidable casualties, environmental hazards or any cause which the Contractor believes justifies an extension of time, the Contractor shall submit to the Project Manager an Application for a Change Order, seeking an extension of the Contract Time.

29.3b. *Critical Path Delays*: In no event shall the Contract Time be extended as the result of a delay, unless work, which is critical to the Progress Schedule, has been delayed.

29.3 c. *Weather Delays*: If adverse weather conditions are the basis for the Contractor's Application for a Change Order, such application shall be documented by data substantiating that: (1) weather conditions were abnormally severe for month in which such conditions occurred, and could not have been reasonably foreseen; (2) such weather conditions delayed the scheduled construction; and, (3) the Contractor did not contribute to the delay in the construction. The Contractor shall not be awarded a Change Order due to adverse weather conditions if the Contractor fails to submit such documentation to the Project Manager.

#### 29.4 *CONTENT OF CHANGE ORDER APPLICATION*

The Contractor's Application for a Change Order shall provide a detailed explanation of the change requested, including, but not limited to: (1) facts giving rise to such Application for a Change Order; (2) the identification, quantity, and cost of machinery, equipment and materials associated with the change; (3) a description of the types, hours and pay rates of laborers required by such change; (4) the amount of additional time required for performance of the change; (5) information and dates indicating whether, and to what extent, the change will delay the completion of the Work in its entirety; (6) transportation and delivery costs associated with the change; (7) costs of preparation and/or revision to specifications or Drawings resulting from the change; (8) any increase in insurance or bond premiums; (9) increases or decreases in the use or funding of Minority Businesses or Women's Business Enterprises; and, (10) such other information, if any, that may be required by the Project Manager or the Specifications.

#### 29.5 *ACTUAL COSTS*

The Contractor's Application for a Change Order shall state the Contractor's actual cost of furnishing machinery, equipment, materials and labor, without including amounts for the Contractor's overhead or

profit. If requested by the Project Manager, the Contractor shall submit satisfactory evidence that it's Application for a Change Order does not include amounts for overhead or profit.

#### 29.6 *TIME FOR CHANGE ORDER APP.*

Contractor shall assert its written Application for a Change Order to the Project Manager within seven (7) days after the occurrence of the act or event giving rise to such request. Failure by Contractor to submit its written Application for a Change Order within the preceding time shall constitute a waiver of the Contractor's rights, if any, to an adjustment of the Contract Price, the Contract Time or other provision of this Agreement.

#### 29.7 *CHANGE ORDER APPLICATION DECISIONS*

Within thirty (30) days after receiving the Contractor's Application for a Change Order, the Contracting Officer shall grant or deny the Contractor's application or notify the Contractor of the date when such action will be taken. If the Contracting Officer grants the Contractor's Application for a Change Order, in whole or in part, the Project Manager shall issue a written Change Order, as provided below. If the Contracting Officer denies the Contractor's Application for a Change Order, the Contractor may pursue its claim under Article 31, Disputes.

#### 29.8 *ISSUANCE OF CHANGE ORDERS*

The Contracting Officer may, at any time, make changes to this Agreement, including but not limited to changes in: (1) the Scope of the Work; (2) the method of performing the Work; and (3) the rate of performance of the Work. Notwithstanding any provision to the contrary, this Agreement cannot be orally modified. All changes shall be made in a writing signed by the Contracting Officer and describing the change ("Change Order").

#### 29.9 *CONTENT OF CHANGE ORDERS*

All Change Orders shall include: (a) a detailed description of the change in the Work, including a reference to applicable Specifications and Drawings; (b) the extent of the adjustment in the Contract Price, if any; and, (c) the extent of the adjustment in the Contract Time, if any.

#### 29.10 *OVERHEAD AND PROFIT*

If a Change Order increases the Contract Price, the Contracting Officer may include amounts for overhead and profit in the dollar value of the Change Order. The Contracting Officer, in its sole discretion, shall determine the amount of overhead and profit in accordance with the Specifications.

29.11 *PERFORMANCE OF CHANGES*

The issuance of Change Orders shall not invalidate this Agreement. Unless expressly provided otherwise in writing, the Contractor shall perform all changed Work in compliance with the terms and conditions of this Agreement.

29.12 *DELETION*

Clause 29 of the General Conditions, including all Sub clauses of Clause 29, shall be deleted entirely.

**Article 30 Purposely Omitted**

**Article 31 Disputes**

31.1 *CLAIMS DEFINED*

The term "Claim" as used in this Article 31, means a demand or assertion by the Contractor seeking payment of money, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to this Agreement. Applications for Change Orders pursuant to Article 29, Changes, and routine Applications for Payment shall not constitute Claims.

31.2 *SUBMISSION OF CLAIMS*

Within thirty (30) days after the Contractor knows, or should have known, the facts giving rise to a Claim, the Contractor shall submit its Claim(s) in writing to the Project Manager. The Contractor acknowledges that HAKC will be prejudiced if the Contractor fails to submit its Claim(s) in the time provided. Failure by the Contractor to assert a written Claim within the time provided shall constitute a waiver of such Claim and all rights associated therewith.

31.3 *CONTINUED PERFORMANCE OF WORK*

Contractor shall proceed diligently with the performance of the Work required under this Agreement pending final resolution of any Claim or legal action arising under this Agreement and shall comply with any decision of the Contracting Officer.

31.4 *CONTENT OF CLAIM*

The Contractor's Claim shall provide a detailed description of the facts giving rise to such Claim and the nature and scope of the Contractor's demand. The Claim shall contain sufficient information to enable the Contracting Officer to make an informed decision concerning the Claim.

31.5 *DECISIONS REGARDING CLAIMS*

Within sixty (60) days after receipt of a written Claim, the Contracting Officer shall render a decision concerning the Claim. The Contracting Officer shall issue a written decision to HAKC and the Contractor, by certified mail, return receipt requested. Failure of the Contracting Officer to issue a decision within the sixty (60) day period shall have the effect of a denial of the Contractor's Claim. The Contracting Officer's decision with respect to a Claim shall be final and binding on Contractor subject to the remedy available pursuant to Article 50.13 in this Agreement.

31.6 *DELETION*

Clause 31 of the General Conditions, including all Sub clauses of Clause 31, shall be deleted entirely.

**Article 32 Default**

32.1 *HAKC'S RIGHT TO PERFORM WORK*

If Contractor fails or neglects to perform the Work properly or strictly comply with any provision of this Agreement, HAKC may, without prejudice to any other right or remedy HAKC may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

32.2 *TERMINATION FOR CAUSE*

32.2a. "Causes" for Termination: Any of the following conditions shall justify HAKC's termination of this Agreement "for cause": (1) the Contractor fails to prosecute the Work, or a separable part thereof, with the diligence that will insure its completion within the time specified in this Agreement; (2) the Contractor fails to complete the Work, or any separable part thereof, in the time specified in this Agreement; (3) the Contractor fails to make payment to a Subcontractor in accordance with the respective agreement between the Contractor and such Subcontractor; (4) the Contracting Officer determines that the Contractor has an Organizational Conflict of Interest; (5) the Contractor becomes subject to mandatory ineligibility to contract with HUD, under applicable laws and regulations; or, (6) the Contractor fails to strictly comply with this Agreement.

32.2b. Notice of Intent to Terminate for Cause: Upon occurrence of any of the conditions specified in the preceding paragraph, HAKC may give the Contractor written notice that: (1) specifies the condition constituting cause for termination; (2) provides a period of 10 days in which the Contractor may cure the condition; (3) informs the Contractor of HAKC's intent to terminate this Agreement if the Contractor fails to cure the condition during the ten (10) day period; (4) informs the Contractor of its contractual liabilities if this Agreement is terminated for cause; and, (5) requests the Contractor to show cause why this Agreement should not be terminated for cause.

32.2c. *Notice of Termination for Cause:* If the Contractor fails to cure the condition constituting cause for termination during the ten (10) day period, HAKC may terminate this Agreement for cause, by issuing a notice of termination to the Contractor.

32.2d. *Effect of Termination for Cause:* If this contract is terminated for cause, Contractor and its sureties shall be liable for any damage to HAKC resulting from Contractor's refusal or failure to perform the Work in compliance with this Agreement, including attorneys' fees, interest and any increased costs incurred by HAKC while completing the Work with replacement contractors.

32.2 e. *Unauthorized Termination for Cause:* If, after termination for cause, it is determined that such Termination for Cause was not authorized by this Article, then the rights and obligations of the parties will be the same as if this Agreement had been terminated for convenience pursuant to Article 34.

32.3 *DELETION*

Clause 32 of the General Conditions, including all Sub clauses of Clause 32, shall be deleted entirely.

**Article 33 Liquidated damages**

33.1 *AGREEMENT TO PAY LIQUIDATED DAMAGES*

In the event that the Contractor has not substantially completed the work within the contract time, plus agreed to time extensions, if any, then the Contractor hereby specifically agrees to pay the Owner, or to have deducted from the Contract Sum, the daily liquidated damage amount of \$75.00 for each calendar day in excess of the allotted contract time (as set forth below and in Article 25) that the Work remains substantially incomplete after such date(s) stipulated for Substantial Completion. The Contract time for the completion of Work is **Sixty (245) calendar days** from the date established by the formal Notice to Proceed.

33.2 *NO PENALTY - FAIR ESTIMATE OF HAKC'S DAMAGES*

The Contractor agrees and acknowledges that Article 33, which provides for the imposition of liquidated damages, is enforceable. Contractor acknowledges and agrees that at the time of the execution of this Agreement the HAKC's damages for the Contractor's late performance of the Work are incapable or very difficult of an accurate estimation. Furthermore, Contractor states that the liquidated damages set forth herein are a reasonable forecast of the just compensation for the harm that would be caused should Contractor fail

to perform the Work within the Contract Time. Based on the foregoing Contractor specifically states that these liquidated damages clause is not a penalty.

33.2 *RECOVERY OF LIQUIDATED DAMAGES*

HAKC shall be entitled to recover liquidated damages from the Contractor immediately as those damages accrue. HAKC may recover liquidated damages from the Contractor and/or set-off liquidated damages from amounts then or thereafter due the Contractor. Notwithstanding the assessment of liquidated damages, the Contractor shall be liable to HAKC for damages caused other than by delayed performance.

33.4 *DELETION*

Clause 33 of the General Conditions, including all Sub clauses of Clause 33, shall be deleted entirely.

**Article 34 Termination for Convenience**

34.1 *TERMINATION FOR CONVENIENCE DEFINED*

The Contracting Officer may, at any time, terminate this Agreement, in whole or in part, for HAKC's convenience and without cause.

34.2 *PROPOSAL OF AMOUNTS OWED*

If this Agreement is terminated for convenience, the Contractor shall submit a proposal to the Contracting Officer stating the Contractor's claim for all amounts owed ("Proposal"). The Proposal shall be submitted within fourteen (14) days after the effective date of termination.

34.3 *EFFECT OF TERMINATION. FOR CONVENIENCE*

The Contracting Officer shall not be bound by the Proposal but should consider the Proposal when determining the amount owed to the Contractor. The Contractor shall receive payment for the total value of the Work performed before termination for convenience, less the total amount of payments previously made to the Contractor and the amount of any claims that the HAKC asserts against the Contractor. If this Agreement is partially terminated for convenience, the Contracting Officer shall reduce the Contract Price in proportion to the percentage of work terminated.

34.4 *TERMINATION GENERALLY:*

34.4a. *Notice of Termination:* Termination of this contract shall be effected by delivery to the Contractor of written notice of termination, sent by certified mail,

return receipt requested, specifying: (1) whether the termination is for cause or convenience; (2) the extent to which the performance of the Work is terminated; (3) the effective date of termination; and, (4) any special instructions. If the contract is partially terminated, the notice of termination shall identify specific items being terminated and shall notify the Contractor of its obligation to proceed under the unexpired portion of the contract. If the contract is terminated for cause, the notice of termination additionally shall state: (1) the acts or omissions constituting cause for termination; (2) the Contracting Officer's determination that the Contractor's failure to perform is not excusable; and (3) HAKC's rights to charge excess costs of re-procurement and completion to the Contractor. Contractor shall deliver a copy of the notice of termination to its surety or sureties.

34.4 b. *Completion after Termination:* Upon the termination of this Agreement, for cause or convenience, HAKC may take over the Work and complete it by whatever method HAKC may deem expedient, may accept assignment of Subcontracts pursuant to Article 37 of this Agreement, and may take possession of and use all materials, equipment, and plant on the Work Site. Upon termination, the Contractor shall follow the Contracting Officer's instructions regarding the transition of the responsibilities, including immediate delivery to the Contracting Officer of all files, papers and records related to the Contractor's performance of this Agreement.

34.4.c. *Disputes Regarding Termination:* the provisions of Article 31, Disputes, shall govern Disputes relating in any way to termination.

34.5 *DELETION:*

Clause 34 of the General Conditions, including all Sub clauses of Clause 34, shall be deleted entirely.

**Article 36 Insurance and Bonds**

36.1 *COST OF INSURANCE*

The Contractor shall maintain all insurance required by this Agreement at the Contractor's own expense

36.2 *DIVISIONS OF CGL COVERAGE:*

The Commercial General Liability ("CGL") insurance required by Clause 36 of the General Conditions shall include the following divisions of coverage: (1) Premises Operations; (2) Independent Contractors' Protective; (3) Products and Completed Operations; and, (4) Broad Form Property Damage. The Contractor shall maintain the Products and Completed Operations coverage for two (2) years following Final Payment. The Broad Form Property Damage Coverage shall include Completed Operations. The CGL policy shall include coverage for property damage resulting from blasting, explosion, or collapse of buildings. The policy

limits of the CGL policy shall apply to liability relating to this Agreement only.

36.3 *CGL POLICY LIMITS*

The CGL policy shall contain policy limits of not less than the following:

**Liability/Bodily Injury:**

\$3,500,000.00 all claims for single occurrence.  
\$550,000.00 for any one person in a single occurrence

**Property Damage:**

\$500,000 each occurrence: and,

**Products and Completed Operations:**

\$500,000 each occurrence

36.4 *CONTRACTUAL LIABILITY COVERAGE*

The Contractor shall maintain Contractual Liability insurance, containing policy limits of not less than the following:

**Bodily Injury:**

\$550,000 each occurrence; and,

**Property Damage:**

\$500,000 each occurrence

36.5 *AUTOMOBILE LIABILITY POLICY LIMITS*

The Automobile Liability insurance required by Clause 36 of the General Conditions shall contain policy limits of not less than the following:

**Bodily Injury:**

\$500,000 each person,  
\$500,000 each occurrence; and,

**Property Damage:**

\$500,000 each occurrence

36.6 *PERSONAL INJURY COVERAGE*

The Contractor shall maintain Personal Injury insurance, with the employment exclusion deleted, containing policy limits of not less than:

\$500,000 each occurrence

36.7 *WORKER'S COMPENSATION COVERAGE*

The Worker's Compensation insurance required by Clause 36 of the General Conditions, shall contain

policy limits equal to, or greater than, the policy limits required by state or federal law, and not less than:

\$500,000 per accident;  
\$100,000 disease, policy limit;  
\$100,000 disease, each employee

36.8 *NAMED INSURED*

HAKC shall be a named insured on all insurance policies required by this Agreement.

36.9 *NON-WAIVER OF SOVEREIGN IMMUNITY*

The HAKC is a public entity and political subdivision of the State of Missouri and is protected by the doctrine of sovereign immunity pursuant to Section 537.600 RSMo. The foregoing provisions requiring insurance coverage shall not be deemed a relinquishment or waiver of any kind of limitations of liability provided or available to HAKC under coverage for any liability or suit for damages which is barred by the doctrines of sovereign or governmental immunity by whatever name, as set forth in RSMo 537.600, et. Seq. This policy is not intended to act as a waiver, not is it a waiver of any defense available to the insured by statute or at common-law.

**Article 37 Subcontracts**

37.1 *APPROVAL OF SUBCONTRACTORS*

The Contractor shall not engage Subcontractors without the prior written approval of HAKC. Regardless of HAKC's prior approval, the Contractor shall be responsible for all actions and/or inactions by said Subcontractors that relate in any way to this Agreement.

37.2 *HAKC AND SUBCONTRACTORS*

Nothing contained in this Agreement shall create any professional obligation or contractual relationship between HAKC and any Subcontractor, except that HAKC shall be an intended third-party beneficiary of all agreements between Contractor and such parties. Contractor shall include language in every Subcontract, which indicates that HAKC is an intended third-party beneficiary of such Subcontract.

37.3 *ASSIGNMENT OF SUBCONTRACTS*

The Contractor shall incorporate a clause in every Subcontract that authorizes assignment of such Subcontract from the Contractor to HAKC in the event that: (1) the Contractor is terminated pursuant to Articles 32 or 34 of this Agreement; and, (2) HAKC accepts assignment of such Subcontracts within ten (10)

business days after the date of termination by notifying the Subcontractor in writing.

37.4 *FLOW-DOWN OF OBLIGATIONS*

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work performed by the Subcontractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward HAKC. The Contractor shall incorporate into every Subcontract all obligations regarding Subcontractors contained in this Agreement. Each Subcontract shall preserve and protect the rights of HAKC under this Agreement with respect to the Work to be performed by the Subcontractor. The Contractor shall require each Subcontractor to enter into similar agreements with their Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to execution of its Subcontract, copies of this Agreement to which the Subcontractor will be bound. The Contractor shall ensure that its Subcontractors make available this Agreement to their proposed Subcontractors.

37.5 *SUBSTITUTION OF SUBCONTRACTORS:*

The Contractor may substitute Subcontractors or modify agreements with Subcontractors only after obtaining written approval of the Contracting Officer. If such substitutions or changes would result in the Contractor failing to meet the employment standards or other requirements set forth in this Agreement, the Contractor shall submit a request for waiver of such requirements to the Contracting Officer.

37.6 *PAYMENT OF SUBCONTRACTORS*

The Contractor shall include clauses in each Subcontract that: (1) require the Contractor to pay the Subcontractor under its Subcontract, within seven (7) days after the Contractor receives payment under this Agreement for satisfactory Work performed, or materials or services supplied by the Subcontractor; (2) obligate the Contractor to pay to the Subcontractor an interest penalty on late payments, beginning on the day after payment is due and ending on the day payment is made (and computed at the rate specified in 5 U.S.C.

§ 3902(a)); and, (3) require the Contractor to include in each of its Subcontracts a provision requiring the Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of (1) and (2) of this Paragraph, in each of the Subcontractor's Subcontracts, and a clause requiring each of the Subcontractor's Subcontractors to include such clauses in their Subcontracts with lower-tier Subcontractors.

37.7 *RETAINAGE*



Contractor shall not withhold retainage in excess of ten percent (10%) of a Subcontract's value.

37.8 *WAGES & HOURS AFFIDAVIT*

After each Subcontractor completes its portion of the Work, the Contractor shall obtain from the Subcontractor an affidavit stating that the Subcontractor has fully complied with the provisions and requirements of Chapter 290, Wages, Hours and Dismissal Rights, of Missouri's Revised Statutes.

**Article 38 Purposely Omitted**

**Article 39 Equal Employment Opportunity**

39.1 *EMPLOYMENT PROGRAM*

The Contractor shall implement a program ("Program") for training and employing HAKC Residents consistent with the instructions of the Contracting Officer and in compliance with the requirements set forth in the bid packet. The Contractor shall submit a detailed description of its proposed Program at the time of submitting its bid.

39.2 *MINORITY AND WOMEN'S BUSINESSES*

The Contractor shall refrain from any discriminatory employment practice and shall implement any affirmative action program(s) required by the contract documents, bid documents or applicable law. If the Contractor fails, refuses or neglects to comply with this paragraph, such action shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for future contracts.

**Article 40-46 Purposely Omitted**

**Article 47 Labor Standards: Davis-Bacon and Related Acts**

47.1 *COMPLIANCE AND INDEMNIFICATION*

The Contractor shall follow and enforce all requirements of the Davis-Bacon Act. The Contractor shall pay not less than the applicable wage rates established by state or federal law to all employees performing the Work. The Contractor shall ensure that all Subcontractors also pay not less than the applicable wage rates. The Contractor shall assume exclusive liability for and defend, indemnify (including the payment of attorneys' fees) and hold HAKC harmless from liability relating to wage withholdings or contributions. Prior to Final Payment the Contractor shall submit to the Contracting Officer an affidavit

stating that the Contractor has fully complied with the Davis-Bacon Act.

**Article 48-49 Purposely Omitted**

**Article 50 Miscellaneous**

50.1 *CONFLICTS OF INTEREST*

50.1 a. *OCI Defined:* An Organizational Conflict of Interest ("OCI") is a situation in which the nature of Work under this Agreement and the Contractor's organizational, financial, contractual or other interests are such that: (1) Award of this Agreement may result in an unfair competitive advantage; or (2) the Contractor's objectivity in performing the Work required under this Agreement may be impaired. The Contractor warrants that, except as otherwise disclosed to the Contracting Officer in writing, it does not have any OCI.

50.1 b. *Discovery of OCI:* The Contractor agrees that if after award of this Agreement, the Contractor discovers an OCI with respect to this Agreement, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action that the Contractor has taken or intends to take to eliminate or neutralize the OCI.

50.1 c. *Subcontracts:* The provisions of this Agreement regarding OCIs shall be included in all Subcontracts. The Contractor shall include in all Subcontracts any and all provisions necessary to eliminate or neutralize conflicts of interests.

50.2 *ENVIRONMENTAL HAZARDS:*

50.2 a. *Environmental Compliance:* Contractor shall perform all Work on the Project in compliance with all federal, state and local environmental laws and regulations. When possession of the Work is transferred to HAKC, the Contractor shall ensure that the Work is unimpaired by environmental liens. When submitting its Application for Certification of Final Completion, Contractor shall verify that the Project is free from any violations of federal, state or local environmental laws, regulations, or ordinances.

50.2 b. *Hazardous Waste:* If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous substances regulated by federal, state or local laws, Contractor shall immediately stop its Work in the area affected and reports the condition to HAKC. Work in the affected area shall thereafter be resumed immediately following the occurrence of any one of the following events: (1) HAKC causes remedial work to be performed which results in the absence of the hazardous materials; (2) HAKC and the Contractor, by written agreement, decide to resume performance of the Work; or, (3) an appropriate governmental authority

determines that the Work may safely and lawfully proceed, as evidenced by a written report to that effect. Notwithstanding any provision to the contrary, the Contractor shall be solely responsible for the removal, handling, transportation, and disposal of all hazardous waste either produced on or brought to the Work site by Contractor or any Subcontractor.

#### 50.4 *CONTRACT DOCUMENTS*

50.4a. *Component Parts:* This Agreement shall consist of the following component parts: (1) this document, entitled Agreement Between HAKC and Contractor; (2) General Conditions of the Contract for Construction, form HUD-5370; (3) Change Orders issued by the Contracting Officer; and (4) The Scope of Work and (5) the Contractor's Proposal, if any.

50.4b. *Contradictions:* In the event that any provision in any component part of this Agreement contradicts or conflicts with any provision of any other component part, the provision of the component part first enumerated in Paragraph 50.4.A, shall govern, except as otherwise specifically stated.

50.4c. *Illegality & Invalidity:* If any provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

50.4 d. *Entire Agreement:* This Agreement shall constitute the entire agreement between the parties. There are no agreements, understandings, warranties or representations between the parties except as set forth herein.

#### 50.5 *CONFIDENTIAL INFORMATION*

All information received by the Contractor regarding this Agreement and the Work shall be considered non-public and confidential. Contractor hereby acknowledges that said information is deemed non-public information, and Contractor shall not disclose any such information to third parties without the prior written approval of HAKC, except as necessary for performance of the Work.

#### 50.6 *NON-WAIVER*

Failure of HAKC to insist upon strict performance of the terms and conditions of this Agreement or to exercise any right or remedy hereunder shall not be construed as thereafter waiving any such terms, conditions, rights or remedies. No action or failure to act by HAKC shall constitute a waiver of any right of HAKC under this Agreement, nor shall any such action

or failure to act constitute an approval or acquiescence of any breach hereunder. Waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

#### 50.7 *CONSTRUCTION OF THIS AGREEMENT*

This Agreement shall not be construed or interpreted against the drafting party. In the event of a dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

#### 50.8 *NOTICES:*

Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement must be in writing and will be deemed to have been given at the earliest of: (1) the date received by the party designated to receive such notice, (2) the date following the day sent by overnight courier, (3) the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid and addressed to the appropriate individual, or (4) the date that notice is sent by electronic facsimile transmission if a signed original is concurrently mailed as provided herein.

#### 50.9 *EMERGENCIES*

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contracting Officer shall, at the Contracting Officer's discretion, award the Contractor additional compensation or an extension of the Contract Time as a result of such emergency action.

#### 50.10 *TITLES, HEADINGS & SUBHEADINGS*

The titles, headings and subheadings of Articles and Paragraphs contained in this Agreement are provided only as a matter of convenience and shall have no legal bearing on the interpretation of this Agreement.

#### 50.11 *COUNTERPARTS*

This Agreement may be executed at different times and in any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding upon or constitute evidence of a contract between the parties until such time as this document or a counterpart of this document has been executed by both parties and a copy thereof is delivered to the other party to this Agreement.

#### 50.12 *CHOICE OF LAWS*

This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

Housing Authority - Kansas City  
Riverview Gardens Roofing,  
Facia's, Soffits and Gutters  
Replacement  
299 Paseo KCMO 64106

IN WITNESS WHEREOF, EACH PARTY HAS CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, AFTER HAVING READ THIS AGREEMENT THE TERMS AND THE CONSEQUENCES THEREOF.

HOUSING AUTHORITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Edwin T. Lowndes  
Executive Director

Date: \_\_\_\_\_, 2024

and the Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name & Title  
\_\_\_\_\_  
Tax Identification Number

Date: \_\_\_\_\_, 2024