



**June 7, 2016**

Mr. Jeff Thorn, P.E.  
Assistant Director of Engineering Services  
City of Lee's Summit Public Works Department  
220 SE Green Street  
Lee's Summit, MO 64063

**Re: City of Lee's Summit  
Water Utilities Facility  
City Project No. 14431683-C  
HDR # 224935**

Dear Mr. Thorn,

HDR has compiled the bids for the Water Utilities Facility project received at 2:00 p.m. on June 7, 2016. Two responsive Bids were received and the Bid Tabulation is attached. The Bids were split into a Base Bid and four Deductive Alternate Bids. HDR has confirmed that the low bidder for the Base Bid and all subsequent Alternates was Fogel-Anderson Construction Co. (Fogel-Anderson). Below is our summary of the bids received as well as our review to determine if the apparent low bidder, Fogel-Anderson, can be considered a responsive and responsible bidder.

A summary of Fogel-Anderson's bid is as follows.

Base Bid:	\$11,308,047.19
Alternate No. 1 Bid:	(\$32,000.00)
Alternate No. 2 Bid:	(\$56,000.00)
Alternate No. 3 Bid:	(\$63,000.00)
Alternate No. 4 Bid:	(\$29,000.00)

A discussion with the City of Lee's Summit indicates that available project funding will allow the Base Bid plus Alternate No. 4 to be awarded; an amount equal to \$11,279,047.19.

HDR has also reviewed the following documents which were required to be submitted at the time of the bid opening.

1. **Section 00 41 13 Bid Form:** The form was completed and signed and Addendum Nos. 1 through 3 were acknowledged. A copy of the Bid Form and Addendum acknowledgement is attached.

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2. **Section 00 43 16 Bid Bond:** The Bid Bond was completed on the appropriate form, signed, and sealed. The Power of Authority was included. Their surety, Liberty Mutual Insurance Company, is listed on the U.S. Department of Treasury Circular 570. A copy of the Bid Bond is attached.
3. **Section 00 48 00 Affidavit of Non-Collusion:** The form was completed, signed, and notarized. A copy is attached.
4. **Section 00 49 00 Work Authorization Affidavit:** The form was completed, signed, and notarized. A copy is attached.
5. **E-Verify Documentation:** A copy of the E-Verify program's Memorandum of Understanding documenting Fogel-Anderson's enrollment and participation has been included, signed and dated May 31, 2016. A copy is attached.
6. **Section 00 43 36 List of Subcontractors:** Fogel-Anderson has provided information regarding their intended material manufacturers and suppliers as required. A copy is attached. They have listed the following subcontractors, all of which are known and reputable:  
  
Excavation: Mid States Excavating  
Concrete: Epic  
Masonry: Summit Masonry  
Fire Sprinklers: Advantage  
Plumbing: She Digs It  
HVAC: EMC  
Electrical: Yates Electric
7. **Section 00 43 37 Schedule of Manufacturers and Suppliers:** Fogel-Anderson has provided information regarding their intended material manufacturers and suppliers as required, for the security system and the generator. A copy is attached.
8. **Section 00 46 00 References:** Fogel-Anderson listed several references, including the Blue Springs R-4 School District, City of Blue Springs for their Public Safety Building, Blue Valley School District, Hickman Mills C-1 School District, Grain Valley School District, and the Frontier School of Innovation. A copy is attached.
9. **Section 00470 Questionnaire:** A Questionnaire was completed by Fogel-Anderson that includes items such as the date of incorporation, organization hierarchy, experience, and bank line of credit. A copy is attached.
  - a. The limited liability company was incorporated December, 1917 in the state of Missouri.
  - b. They have indicated that they have a bank line of credit available of \$750,000.

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At this time, based on all information reviewed, HDR hereby recommends award of the subject project to Fogel-Anderson Construction Co. for the Base Bid of \$11,308,047.19 plus Deductive Alternate No. 4 of (\$29,000.00) for a total contract price of \$11,279,047.19

Please let me know if you have any questions or need additional information.

Sincerely,

HDR Engineering Inc.



Amanda Bagwell, P.E.

*Project Engineer*

Water Utilities Facility (#4477668)  
 Owner: City of Lee's Summit  
 Solicitor: HDR Engineering  
 Bid Opening: 06/07/2016 02:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Fogel-Anderson Construction Co		Crossland Construction Company, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>SECTION A - Base Bid</b>							\$11,691,047.19		\$11,308,047.19		\$12,318,048.00
	A-1		1 Security and Access Control Work to include the supply and installation of the security and access control, as shown in Appendix B	LS	1	\$191,047.19	\$191,047.19	\$191,047.19	\$191,047.19	\$191,047.19	\$191,047.19
	A-2		2 All work under the Bidding Documents not included in Bid Item A-1	LS	1	\$11,500,000.00	\$11,500,000.00	\$11,117,000.00	\$11,117,000.00	\$12,127,000.81	\$12,127,000.81
<b>SECTION B - Alternate 1 - Deduct of Covered Parking</b>											
	B-1		1 Deduction for footings, pedestals, anchor bolts on Column Row F and canopy framing south of Row E as shown on Drawing 20S101	LS	1	(\$47,600.00)	(\$47,600.00)	(\$32,000.00)	(\$32,000.00)	\$49,000.00	\$49,000.00
<b>SECTION C - Alternate 2 - Deduct for Covered Parking</b>											
	C-1		1 Deduction for footings, pedestals, anchor bolts on Column Row E and F and canopy framing south of Row D as shown on Drawing 20S101	LS	1	(\$95,200.00)	(\$95,200.00)	(\$56,000.00)	(\$56,000.00)	\$79,000.00	\$79,000.00
<b>SECTION D - Alternate Bid No. 3 Deduction for Covered Storage Bins</b>											
	D-1		1 Deduction for metal canopy structure from top of concrete storage bins as shown on Drawing 30A101	LS	1	(\$34,500.00)	(\$34,500.00)	(\$63,000.00)	(\$63,000.00)	\$46,000.00	\$46,000.00
<b>SECTION E - Alternate Bid No. 4 Deduction for Alternate Pipe Material of Underground Drainage Piping</b>											
	E-1		1 Deduction for utilizing Schedule 40 PVC pipe for underground drainage piping in lieu of specified cast iron or copper pipe.	LS	1	(\$100,000.00)	(\$100,000.00)	(\$29,000.00)	(\$29,000.00)	\$30,000.00	\$30,000.00
<b>Base Bid Total:</b>							<b>\$11,691,047.19</b>		<b>\$11,308,047.19</b>		<b>\$12,318,048.00</b>



- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) identified in the Bid Worksheet submitted electronically via the Quest vBid system at [www.QuestCDN.com](http://www.QuestCDN.com).

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in accordance with Article 8 of the Instructions to Bidders (C-200); ✓
  - B. Addendum Acknowledgement Page for each Addendum ✓
  - C. List of Proposed Subcontractors
  - D. List of Proposed Manufacturers and Suppliers

- E. List of Project References ✓
- F. Required Bidder Qualification Statement with Supporting Data ✓
- G. Affidavit of Non-Collusion ✓
- H. Work Authorization Affidavit signed and notarized ✓
- I. Documentation affirming enrollment and participation in a federal work authorization program. ✓

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_



A Corporation

Corporation Name: Fogel-Anderson Construction Co. (SEAL)

State of Incorporation: Missouri

Type (General Business, Professional, Service, Limited Liability): Professional Service

By:   
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Greg Harrelson

Title: President  
(CORPORATE SEAL)

Attest   
JoLynne Bartolotta - Vice President of Business Services

Date of Qualification to do business in Missouri is 01 / 18 / 1917

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BYLAWS  
OF  
FOGEL-ANDERSON CONSTRUCTION CO.**

Section 5. **ANNUAL REPORT TO SHAREHOLDERS.** The annual report to shareholders referred to in The General and Business Corporation Law of Missouri is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to the shareholders of the corporation as they consider appropriate.

Section 6. **FINANCIAL STATEMENTS.** A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder. Shareholders shall have such additional rights to obtain financial statements as are set forth in The General and Business Corporation Law of Missouri.

Section 7. **ANNUAL STATEMENT OF INFORMATION.** The corporation shall timely file with the Secretary of State of the State of Missouri, on the prescribed form, a statement setting forth the authorized number of directors, the names and complete business or residence addresses of all incumbent directors, the names and complete business or residence addresses of the Chief Executive Officer, Secretary, and Chief Financial Officer, the street address of its principal executive office or principal business office in this state, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with The General and Business Corporation Law of Missouri.

## **ARTICLE VIII**

### **GENERAL CORPORATE MATTERS**

Section 1. **RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING.** For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the Board may fix, in advance, a record date, which shall not be more than sixty (60) days before any such action, and in that case only shareholders of record at the close of business on the date so fixed are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in The General and Business Corporation Law of Missouri. If the Board does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 2. **CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS.** All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 3. **CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED.** The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent, or

employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

**Section 4. CERTIFICATES FOR SHARES.** A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any of these shares are fully paid, and the Board may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of the consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the President or Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

**Section 5. LOST CERTIFICATES.** Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and canceled at the same time. The Board may, in case any share certificate or certificate for any other security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

**Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS.** The Chairman of the Board, the President, or any Vice President or any other person authorized by resolution of the Board or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to these officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any of these officers in person or by any person authorized to do so by a proxy duly executed by these officers.

**Section 7. CONSTRUCTION AND DEFINITIONS.** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the The General and Business Corporation Law of Missouri as in effect from time to time shall govern the construction of these Bylaws and references to particular sections of the California Corporations Code shall include any successor provisions. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, the term "person" includes both a corporation and a natural person and pronouns of the masculine gender include pronouns of the feminine gender.

**Section 8. EMERGENCY PROVISIONS.** During any emergency resulting from an attack on the United States or on a locality in which the corporation conducts its business or customarily holds meetings of its Board or its shareholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board or of the executive committee, if any, cannot readily be convened for action, a meeting of the Board or of said committee may be called by any officer or director. Such notice may be given only to such of the directors or members of the committee, as the case may be, as it may be feasible to reach at the time and by such means as may be feasible at the time including, without limitation, publication or

**CERTIFICATE OF SECRETARY**

I, the undersigned, the duly elected Secretary of Fogel-Anderson Construction Co, a Missouri corporation, do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of the corporation on June [ 1 ], 2016 by resolution of the Sole Incorporator, and the same do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this [ 1 ] day of June, 2016.



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JoLynne Bartolotta-Frauenknect, Secretary

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

**Fogel-Anderson Construction Co.**  
1212 East 8th Street  
Kansas City, MO 64106

**SURETY** (Name and Address of Principal Place of Business):

**Liberty Mutual Insurance Company**  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462

**OWNER** (Name and Address):

**City of Lee's Summit, Missouri**  
220 S.E. Green Street  
Lee's Summit, MO 64063

**BID**

Bid Due Date: **June 7, 2016**  
Description (Project Name and Include Location):  
**Water Utilities Facility, Lee's Summit, Missouri**

**BOND**

Bond Number: **Bid Bond**  
Date (Not earlier than Bid due date): **June 7, 2016**  
Penal sum Five Percent of Amount Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Fogel-Anderson Construction Co. (Seal)  
Bidder's Name and Corporate Seal

By:   
Signature

Greg Harrelson  
Print Name

President  
Title

Attest:   
Signature

JoLynne Bartolotta, Witness  
Title


**SURETY**

Liberty Mutual Insurance Company (Seal)  
Surety's Name and Corporate Seal

By:   
Signature (Attach Power of Attorney)

Mindy M. Goss  
Print Name

Attorney-in-fact  
Title

Attest:   
Signature

Linda L. Nutt, Witness  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mindy M. Goss of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Fogel-Anderson Construction Co.

Obligee Name: City of Lee's Summit, Missouri

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18<sup>th</sup> day of November, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18<sup>th</sup> day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7<sup>th</sup> day of June, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

**SECTION 00480 NONCOLLUSION AFFIDAVIT**

OWNER - CITY OF LEE'S SUMMIT, MISSOURI

WORK - WATER UTILITIES FACILITY

BID No. - 14431683-C

Affiant, Greg Harrelson, being first duly sworn, deposes and says that:

(1) Affiant is (enter title) President of Fogel-Anderson Construction Co. "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

(2) The Bidder has submitted to the **City** of Lee's Summit, Missouri ("the **City**"), a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."

(3) This Noncollusion Affidavit is executed by Affiant for inclusion with the submission to the **City** of the Bid and may be relied upon by the **City** in considering the Bid.

(4) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any contract, combination, conspiracy or other act prohibited by federal, State or any other local Law. The Bid is genuine and is not a collusive or sham Bid.

(5) Neither the Bidder nor any of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any

combination to prevent the making of any Bid, or to fix any prices (including overhead, profit or other costs) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the **City** or any other person interested in the Work.

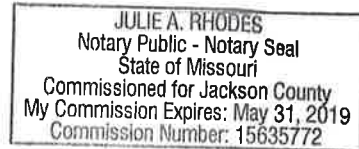
(6) The Bid is not intended to secure an unfair advantage or benefit from the **City** or in favor of any person interested in the proposed Contract.

(7) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

By Greg Harrelson Title: President  
Greg Harrelson

**VERIFICATION**

STATE OF Missouri )  
 ) SS  
COUNTY OF Jackson )



Before me, a Notary Public commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) Greg Harrelson to me well known to be the person described in and who signed this Affidavit, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter Bidder's name) Fogel-Anderson Construction Co., that he/she has been authorized by (enter name of individual, partnership name, or the authorized governing body of the Bidder) Fogel-Anderson Construction Co. to execute this Affidavit on behalf of the named

Bidder in favor of the **CITY OF LEE'S SUMMIT, MISSOURI**, for the uses and purposes mentioned.

Subscribed and sworn to before me this 7 day of June, 2016.

Julie A Rhodes Notary Public, My Commission expires: May 31, 2019  
Julie A. Rhodes

**END OF SECTION 00480**





Company ID Number: 35251

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Fogel-Anderson Construction Co.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound “foreign”, and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even



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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer Fogel-Anderson Construction Co.**

Greg Harrelson

Name (Please type or print)

Title President

  
Signature

May 31, 2016

Date

**Department of Homeland Security – Verification Division**

Company ID Number: 35251

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**12/20/2006**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**SECTION 00440 – LIST OF SUBCONTRACTORS**

<b>Owner</b>	City of Lee's Summit, Missouri
<b>Project</b>	Water Utilities Facility
<b>Project Number</b>	City No. 14431683-C, HDR No. 224935
<b>Contractor</b>	Fogel-Anderson Construction Co.

<b>Work to be Performed</b>	<b>Subcontractor</b>	<b>Address</b>	<b>Percent of Base Bid</b>
Excavation	MID STATES EXC.	BLUE SPRINGS	
Concrete	EPIC	K.C MO	
Masonry	SUMMIT MASONRY	Blue Springs	
FIRE SPRINK	ADVANTAGE	Blue Springs	
Plumbing	SHE DIGS IT	BLUE SPRINGS	
HVAC	EMC	LENEXA	
Electric	YATES	NORTH KC	



**SECTION 00460 – REFERENCES**

<b>Owner</b>	<b>City of Lee’s Summit, Missouri</b>
<b>Project</b>	<b>Water Utilities Facility</b>
<b>Project Number</b>	<b>City No. 14431683-C, HDR No. 224935</b>
<b>Contractor</b>	<b>Fogel-Anderson Construction Co.</b>

<b>Public Entity Project References</b>					
Owner’s Name	Blue Springs R-4 School District				
Owner’s Representative and Phone Number	Dr. Bill Cowling 816.224.1300				
Project Name	BSSD Expansion and Renovation				
Start Date	May 2013	End Date	Sept. 2013	Price	\$15 M
Scope of Work	New build 45,000 sf / Renovation 36,635 sf				
<b>Public Entity Project References</b>					
Owner’s Name	City of Blue Springs				
Owner’s Representative and Phone Number	Adam Norris 816.221.2300				
Project Name	Blue Springs Public Safety Building				
Start Date	April 2014	End Date	Oct. 2015	Price	\$17 M
Scope of Work	New build: 36,000 sf / Renovation 35,000 sf				
<b>Public Entity Project References</b>					
Owner’s Name	Blue Valley School District				
Owner’s Representative and Phone Number	Kent Anderson 913.239.4025				
Project Name	Blue Valley Northwest Major Mechanical				
Start Date	March 2014	End Date	August 2015	Price	\$7.2 M
Scope of Work	Interior and mechanical system upgrades 280,000 sf				
<b>Public Entity Project References</b>					
Owner’s Name	Hickman Mills C-1 School District				
Owner’s Representative and Phone Number	Dr. Steven Meyers 816.316.7048				
Project Name	Ervin Early Learning Center				
Start Date	June 2014	End Date	Dec. 15	Price	\$4.2 M
Scope of Work	Substantial Renovation 100,000 sf				
<b>Public Entity Project References</b>					
Owner’s Name	Grain Valley School District				
Owner’s Representative and Phone Number	Dr. Marc Snow 816.847.5006				
Project Name	Grain Valley Transportation Center				
Start Date	Sept 2015	End Date	July 2015	Price	\$3.2 M
Scope of Work	New build office, warehouse, vehicle storage				
<b>Public Entity Project References</b>					
Owner’s Name	Frontier School of Innovation				
Owner’s Representative and Phone Number	Ugar Demircan 816.241.6200				
Project Name	New Gymnasium				
Start Date	Sept 2015	End Date	April 2016	Price	\$1.7 M
Scope of Work	Erection of a Pre-Engineered Metal Building for a new Gymnasium				

**SECTION 00470 QUESTIONNAIRE**

OWNER - CITY OF LEE'S SUMMIT, MISSOURI

WORK - WATER UTILITIES FACILITY

BID No. - 14431683-C

**ARTICLE 1 ORGANIZATION**

1.1. Date of organization (or incorporation) 1917 State of incorporation Missouri  
(IRS) EIN 44-0517571

1.2. Title/name of Principals (President, V-Presidents, Secretary and Treasurer, if a corporation; partners, if a partnership)

Greg Harrelson - Partner - President, Roger Summers - Partner - Vice President of Business Development

Brad Kaestner - Partner - Vice President of Operations - JoLynne Bartolotta - Partner - Vice President of Business Services

1.3. Is your organization domiciled within the boundaries of the State of Missouri? Yes If not, indicate the state in which your organization is domiciled \_\_\_\_\_. If your organization is domiciled outside of the State, has your organization complied with all requirements for foreign corporations provided in RSMo Section 351.570 et seq. ? \_\_\_\_\_ If so, attach a copy of the certificate of authority that your organization has procured from the Secretary of State.

1.4. If your organization, any business entity related to or affiliated with your organization, or any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, furnish with this Bidder's Questionnaire all material facts relating to any such felony conviction or any such pending felony charges.  
Not Applicable

1.5. Is your organization currently listed in the list of contractors or subcontractors prosecuted and convicted for violations of RSMo Sections 290.210 through 290.340 filed by the Department of Labor and Industrial Relations with the Secretary of State? No

**ARTICLE 2 LICENSING**

2.1 If your organization holds valid licenses or certificates covering specialty trades that your organization intends to self-perform and for which a specific license or certificate is required, attach a list with all licenses and/or certificates and the Public Governmental Body(ies) issuing those licenses or certificates, and a copy of each such license or certificate.

**ARTICLE 3 EXPERIENCE**

3.1. What is the general character of the work performed by your organization?

General Contracting/Construction Management How many years experience in the construction of large commercial buildings?  
99 Years construction work has your organization had: (a) as a General Contractor? 99; (b) as a Subcontractor? \_\_\_\_\_.

3.2. Attach a list of all public contracts or subcontracts under public contracts that your organization has performed within the last five (5) years over \$200,000.00 involving work similar in character and scope to the Work under the Bidding Documents (using the forms in the "References Attachment" provided with this Questionnaire). If





**ARTICLE 5 REFERENCES**

5.1. Trade references (Minimum of three (3)):

- Central Plumbing - Wayne Derr - 816.942.6355
- KD Christian - Kevin Christian - 913.451.0466
- Midstates Excavating - Alan Swearingen - 816.797.0182


5.2. Bank references:

UMB Bank - David Proffitt - 816.860.7935

5.3. Insurance:

Thomas McGee, L.C. - Tom Latz - 816.843.4481

The undersigned Bidder, Fogel-Anderson Construction Co., warrants that all statements and answers made to the interrogatories in this Questionnaire are current, accurate and complete as of the date stated below.:

Signed by:  Name Greg Harrelson  
 Title President

on this 7 day of June, 2016.

