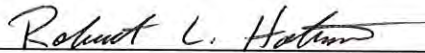


OFFER

The undersigned (the "Bidder") offers this Bid as an offer to contract with the City under the terms and conditions set forth below, and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by all the terms and conditions set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (collectively the "Contract Documents").

By submission of this Offer, Bidder understands the City may award the contract by line item, groups of line items, or multiple award, whichever is deemed most advantageous to the City, pursuant to Section 2.18 "Award of Contract" set forth below.

Missouri Charter No: <u>LC001524712</u> Federal EIN: <u>81-5263657</u> <u>Hotmer Excavation, LLC</u> Bidder's Full Legal Name Bidder's d/b/a (if applicable) <u>10038 Odessa Cemetery Rd.</u> Address <u>Odessa</u> <u>Mo</u> <u>64076</u> City State Zip Code	For Clarification of this Bid contact: Name: <u>Robert L. Hotmer</u> Telephone: <u>816-263-0055</u> Email: <u>robert@hotmer.net</u>  Signature of Person Authorized to Bind Bidder <u>Robert L. Hotmer</u> Printed Name <u>Owner</u> Title
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ACCEPTANCE OF OFFER (FOR CITY OF LEE'S SUMMIT USE ONLY)

Effective Date: April 1, 2024 Contract No. 2024-050

CITY OF LEE'S SUMMIT, Missouri a municipal corporation

_____ Mark Dunning, City Manager Date	_____ Joseph D. Snook, Parks and Recreation Administrator
ATTEST:	APPROVED AS TO FORM:
_____ Office of City Clerk	_____ Edward Rucker, Chief Counsel of Management and Operations

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

- 1.1. **"Bid" or "Offer"** means a responsive bid or quotation submitted by a Bidder in response to this IFB.
- 1.2. **"Bid Deadline"** means the date and time set forth on the cover of this IFB for the Procurement Officer to be in actual possession of the sealed Bids.
- 1.3. **"Bid Opening"** means the date and time set forth on the cover of this IFB for opening of sealed Bids.
- 1.4. **"Bidder"** means any person or firm submitting a Bid in response to this IFB.
- 1.5. **"City"** means the City of Lee's Summit, Missouri, a municipal corporation. For purposes of solicitations by the Parks and Recreation Department, the term "City" may be substituted with "LSPR" per Section 2.2 of the City of Lee's Summit Procurement Policy.
- 1.6. **"City Manager"** means the City Manager of the City or his/her authorized designee. For purposes of solicitations by the Parks and Recreation Department, the term "City Manager" may be substituted with "Parks Administrator" per Section 2.2 of the City of Lee's Summit Procurement Policy.
- 1.7. **"City Representative" or "Project Manager"** means a City employee who has been designated to act as a contact person to the Procurement Officer, and who is responsible for (i) monitoring and overseeing the Vendor's performance under the Contract and (ii) providing information regarding details pertaining to the Contract.
- 1.8. **"Confidential Information"** means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- 1.9. **"Contract" or "Contract Documents"** means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed and/or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Vendor's Certificates of Insurance, endorsements, and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications, or other documents attached, appended, or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.
- 1.10. **"Day(s)"** means calendar day(s) unless otherwise specified.
- 1.11. **"Invitation for Bids" or "IFB"** means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City's Procurement Policy.
- 1.12. **"Materials"** means any personal property, including equipment, materials, replacements, and supplies provided by the Vendor in conjunction with the Contract.
- 1.13. **"Multiple Award"** means an award of an indefinite quantity contract for one or more similar products, commodities, or Services to more than one Bidder.
- 1.14. **"Price"** means the total expenditure for a defined quantity of a commodity or service.
- 1.15. **"Procurement Officer"** means the City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Vendors relating to their Invitation for Bids.
- 1.16. **"Procurement Policy"** means the City Procurement Policy, as amended from time to time.
- 1.17. **"Public Purchase"** means the City's procurement website, www.publicpurchase.com/.
- 1.18. **"Services"** means the furnishing of labor, time or effort by a Vendor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract.
- 1.19. **"Specification"** means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply, or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.
- 1.20. **"Subcontractor"** means both (i) those persons or groups of persons having a direct contract with the Vendor to perform a portion of the Contract and (ii) those who furnish Materials according to the plans and/or Specifications required by this Contract.
- 1.21. **"Substitutions"** means Vendor's proposed changes in products, materials, equipment, and methods of construction

from those required by the Contract Documents.

- 1.22. "**Substitutions for Cause**" means changes proposed by Vendor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- 1.23. "**Substitutions for Convenience**" means changes proposed by Vendor or City that are not required in order to meet other Project requirements, but which may offer advantage to Vendor or City.
- 1.24. "**Unit Price**" means the unit cost of a defined unit of measure of a commodity or service.
- 1.25. "**Vendor**" means the individual, partnership, corporation, or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials and/or Services by the City.

ARTICLE II – BID PROCESS; BID AWARD

- 2.1. **Scope of Work.** This IFB is to secure a qualified Vendor(s) to provide the City with Concrete/Curb/Street Services (the "Materials" and "Services") as more particularly described in the Specifications/Price Sheet, attached hereto as Exhibit A and incorporated herein by reference. For the purpose of this solicitation, the Materials and Services required under this IFB shall be provided at the Price(s) specified in Exhibit A, Specifications/Price Sheet.
 - a. **Contract Amounts.** The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials and Services based on the City's needs. The City does not guarantee any minimum or maximum amount of purchases will be requested by the City pursuant to a Contract. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Contract, the Vendor shall provide the specific Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, materials order or other form of written contract describing the Materials or Services to be delivered (each, a "Materials Order" or "Services Order"). Each Materials or Service Order shall (i) contain a reference to this Contract and (ii) be attached hereto as Exhibit F and incorporated herein by reference. A Materials or Services Order submitted without referencing this Contract will be subject to rejection.
 - b. **Unauthorized Provisions.** Vendor acknowledges and agrees that a Materials Order or Services Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of the Contract, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.
- 2.2. **Amendment of IFB.** No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Policy. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Vendor.
- 2.3. **Preparation/Submission of Bid.** Bidders are invited to participate in the competitive bidding process for the Materials and Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.
 - a. **Non-responsive or Non-responsible Bids.** The City will consider as "non-responsive" or "non-responsible" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive or non-responsible at any time during the evaluation process if, in the sole opinion of the City, any of the following, but not limited to, are true:
 - i. Bidder does not provide required documentation or authorized signature.
 - ii. Bidder does not meet the minimum required skill, experience, or requirements to perform the Services or provide the Materials.
 - iii. Bidder has a past record of failing to fully perform or fulfill contractual obligations, regardless of whether the contract was with the City, particularly obligations similar to those included in this IFB.
 - iv. Bidder cannot demonstrate financial stability.

- v. The Bid submission contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Bid.
- b. **Specification Minimums.** Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed non-responsive. Any catalog, brand name, or manufacturer's reference used is considered descriptive and not restrictive, and is indicative of the type and quality of Materials the City desires to purchase. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications. Bidders shall provide complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.
- c. **Required Submittal.** Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents in order to be considered a responsive Bid:
- Offer, signed in ink by a person authorized to bind the Bidder (Page i).
 - Price Sheet (Exhibit A or as subsequently replaced by Addendum).
 - Professional Licenses/Certifications as required in Exhibit A.
 - DBE/WBE and Missouri Service-Disabled Veteran Status, (Exhibit C).
 - References (Exhibit D).
 - Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).
- d. **Bidder Responsibilities.** All Bidders shall (1) examine the entire Bid package, (2) seek clarification from the Procurement Officer, prior to the deadline for inquiries, of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(c) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed (which includes an electronic signature as defined by 351.1222, RSMo., as amended)** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.
- e. **Sealed Bids.** Bids submitted on paper, if allowed under Subsection 2.3(c), shall be sealed and clearly marked with the IFB title, number and Procurement Officer's name on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid. If bids are dropped off in City Hall, Bidder should drop off the sealed bid at the Treasury counter and obtain a receipt showing their bid was delivered prior to the opening date and time. Hard copy bids and electronically submitted bids via Public Purchase, shall remain sealed until the Bid Deadline.
- f. **Address.** Samples and bids submitted on paper, if allowed, shall be directed to the following address: City of Lee's Summit City Hall, Attn: Procurement and Contract Services, 220 Southeast Green Street, Lee's Summit, Missouri 64063, or hand-delivered to the 1st Floor, North End, Cashier/Treasury Counter in a sealed envelope with the bid number and Procurement Officer's name referenced on the front of the envelope.
- g. **Bid Forms.** All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if needed.
- h. **Bidder Notations.** Additions, notations, or other revisions to the IFB document shall be initialed in original ink by the authorized person signing the Bid. The City reserves the right to accept or reject any Bidder Notations.
- i. **Withdrawal.** At any time prior to the specified Bid Deadline, a Bidder (or designated representative) may amend or withdraw its Bid. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted in writing by the Procurement and Contract Services Manager.
- j. **Clarifications.** The City reserves the right to contact Bidder to obtain clarification on submitted bids, including but not limit to contents that are unclear due to poor image quality, the meaning of abbreviations or acronyms, meaning of hand-written information, or other information as deemed necessary by the City.
- 2.4. **Inquiries; Interpretation of Specifications; Scope of Work.**
- a. **Inquiries.** Any question related to the IFB, including any part of the Specifications, Scope of Work, or other Contract Documents, shall be submitted only via Public Purchase before the final date and time for inquiries using the Questions section for the IFB on Public Purchase. Questions unrelated to the IFB may be directed via email to the Procurement Officer whose name appears on the cover page of this IFB. Hand-delivered, mailed,

verbal, or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Final Date and Time for Inquiries, unless otherwise extended, listed on the cover page of this IFB, answers to questions received will be posted in the Question and Answer section on Public Purchase. If an answer to a question results in a change or clarification to the specifications, the City will issue an Addendum via Public Purchase. Bidder is responsible to look at Public Purchase to find answers to submitted questions. Failure to look at Public Purchase does not excuse Bidder's failure to comply with any requirements of the IFB. The City will not respond to inquiries submitted after the Final Date and time for Inquiries. Any interpretations or corrections of the proposed Contract Documents will be made only by addendum(s) duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

- b. **Addenda**. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City relating to this IFB will be available on Public Purchase, the City's e-procurement website.
 - c. **Approval of Substitutions**. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.
 - d. **Use of Equals**. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product, or equipment for which the item is sought to be considered an equal, and a complete description of the proposed equal including any drawings, performance and test data, and any other information necessary for evaluation of the proposed equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.
 - e. **Bid Quantities**. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Materials or Services to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Materials under this Contract. The selected Vendor agrees that the City shall not be held responsible if any of the quantities are subsequently found to be incorrect and the Vendor shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Materials or Services as estimated and the Materials or Services actually provided. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder, or (3) entitle Vendor to any damage or compensation except as may be provided in this Contract.
- 2.5. **Pre-Bid Conference**. A Pre-Bid Conference may be held. If scheduled, the date and time of the Pre-Bid Conference will be indicated on the cover page of this IFB. The Pre-Bid Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Pre-Bid Conference. Bidders are strongly encouraged to attend those Pre-Bid Conferences designated as non-mandatory. The purpose of the Pre-Bid Conference will be to review the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Bidders must present to the City any questions as to the requirements of this IFB or any apparent omission or discrepancy at the Pre-Bid Conference. The City will then determine if any action is necessary and may issue a written addendum to the IFB. Oral statements or instructions will not constitute

an addendum to the IFB. When applicable, site visits may be a component of the Pre-Bid Conference and noted on the cover page of this IFB.

- 2.6. **New Materials.** All Materials to be provided by the Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.
- 2.7. **Prices.** Materials and Services shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as Exhibit A and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable, and include all applicable taxes, if any. In the event of a disparity between the unit price and extended price, the unit price shall prevail. If there is no cost for a line item, Bidder shall indicate such by entering a zero (0) or "included" as it applies to the line item in the unit price field. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**
- 2.8. **Bid Deposit.** INTENTIONALLY OMITTED.
- 2.9. **Payment/ Discounts.** The City's standard payment terms are net 30 days. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.
- 2.10. **Taxes.** Items required for this contract qualify for exemption from taxes in accordance with Section 144.062, RSMo. as well as in accordance with Section 39(10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If Bidder is located outside the State of Missouri and does not recognize the City of Lee's Summit's State of Missouri tax exempt status, all unit pricing submitted shall include any and all applicable taxes. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.
- 2.11. **Federal Funding.** It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Materials (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.
- 2.12. **Cost of Bid/Proposal Preparation.** Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting, or providing any response to this IFB; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.
- 2.13. **Public Record.** All Bids shall become the property of the City. After Bid Opening, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid Opening to the extent permitted by Missouri law.
- 2.14. **Confidential Information.** If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that qualifies as a closed record pursuant to Chapter 610, RSMo., a statement, including the legal citation supporting advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Vendor or Bidder, in writing, of such determination.
- 2.15. **Vendor Licensing and Registration.** The awarded Bidder shall secure and maintain all applicable licenses and registrations imposed by law, regulation, or ordinance and pay all charges and fees, which shall include valid registration with the Missouri Secretary of State (if applicable) and a current City Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. copy of the paid receipt or the actual license) shall

be provided to the Procurement Officer. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, <https://cityofls.net/development-services/doing-business/business-and-contractor-licensing>, for information to obtain business licenses.

2.16. **Work Authorization Affidavit and E-Verify.** Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Lafayette)
State of Missouri) ss.

My name is Robert. I am an authorized agent of Hotmer Excavating, LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Robert L. Hotmer
Affiant

Robert L. Hotmer
Printed Name

Subscribed and sworn to before me this 17th day of January, 2024.

Cassinda Lynn Dysart
Notary Public

SEAL
CASSINDA LYNN DYSART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
LAFAYETTE COUNTY
MY COMMISSION EXPIRES 11/16/2024
COMMISSION # 20432511

- 2.17. **Certification.** By submitting a Bid, the Bidder certifies:
- a. **No Collusion.** The submission of the Bid did not involve collusion or other anti-competitive practices.
 - b. **No Discrimination.** It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. **No Gratuity.** It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Section 3.27(c) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.
 - d. **Financial Stability.** It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.
 - e. **No Signature/False Statement.** The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.
- 2.18. **Award of Contract.**
- a. **Multiple Award.** The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.
 - b. **Line Item Award.** The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.
 - c. **Evaluation.** The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide, and past performance providing, the Materials or Services.
 - d. **Waiver; Rejection; Reissuance.** Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.
 - e. **Offer.** A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for at least **120 Days** after the Bid Opening.
 - f. **Protests.** Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City's Procurement Policy.
- 2.19. **Required Contract Documents.** Awarded Bidder(s) shall provide the following applicable documents within 10 days after the City issues Bidder a Notice of Award. The City shall not execute the Contract until all of the documents are received.
- a. Certificate from Secretary of State with Missouri Charter Number or Exemption Number;
 - b. City of Lee's Summit Business License;
 - c. Certificate of Insurance naming the City of Lee's Summit and complete endorsement documents for endorsements required in Section 3.25 "Insurance" of this Contract;
 - d. Completed Vendor Information Form with a current signed W-9;
 - e. E-verify Signature Page;
 - f. Work Authorization Affidavit; and
 - g. Any required Performance and Payment Bonds.

ARTICLE III – GENERAL TERMS AND CONDITIONS**3.1. Term.**

- a. **Initial Term.** This Contract shall be effective from the date as identified on the Offer page, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
- b. **Renewal Terms.** After the expiration of the Initial Term, this Contract shall automatically renew for up to four successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.
- c. **Transition Term.** Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Vendor, may extend the Contract for up to six (6) months from the date of expiration or until the City terminates the Contract, whichever occurs earlier. Upon receipt of such written notice, Vendor shall continue to perform its obligations under this Contract.
- d. **Price Increase Requests.** The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Vendor desires to increase its prices for any Renewal Term, the Vendor shall notify the Procurement Officer thirty (30) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment(s) will require City approval and will take effect on the date of the contract Renewal Term.
- e. **Non-Default.** By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Contract and (ii) any and all Vendor claims, known and unknown, relating to the Contract and existing on or before the commencement date of the Renewal Term are forever waived.

3.2. **Compensation.** The City shall pay the Vendor for Materials or Services delivered and accepted by the City at the rates set forth in the Price Sheet, Exhibit A. The Vendor shall not commence any billable work or provide any Materials or Services under this Contract until the Vendor receives an executed purchase order from the City.

3.3. **Payments.** The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials or Service. All invoices shall document and itemize all Materials and Services delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If an invoice is subject to a payment discount, the discount period will be calculated from the date of receipt of the claim or the Material or Service, whichever is later.

3.4. **Documents.** All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5. **Deliveries.** Time is of the essence for all orders placed under this Contract. Deliveries shall be made within the period identified in Exhibit A to the addresses listed in the Scope of Work/Specification in Exhibit A. If no period is identified in Exhibit A, deliveries shall be made within 21) Days of the date the Purchase Order. Product documentation required by Section 3.14 shall be delivered to the City upon delivery of the Materials. Delivery shall not be considered complete until the City is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Materials upon default by Vendor in time, rate, or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.

3.6. **Quantity.** The quantity of Materials ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances.

- 3.7. **Changes; Cancellation.** The City reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Vendor shall submit the adjusted price, if any, in writing to the City within 10 Days from when the change is ordered. Should a Purchase Order be canceled, the City may, but is not required to, reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The City will not reimburse the Vendor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Purchase Order.
- 3.8. **F.O.B. Destination** Unless otherwise agreed to in writing, signed by the City Manager, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.
- 3.9. **Packing.** No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must have the correct quantity, product identification, Purchase Order number, receiving address, and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. If Vendor is charged with excess freight costs, Vendor is solely responsible for such costs and shall not to pass them on to the City.
- 3.10. **General Warranty.** All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the City (or such longer period as may be provided under warranties for such Materials). Any defects in design, workmanship, or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract, Exhibit A, or by federal, state, or local statutes, ordinances, regulations, or rules. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.
- 3.11. **Price Warranty.** Vendor shall give the City the benefit of any price reductions before actual time of shipment. If the City permits shipment to be made prior to specified shipping date, the City shall have advantage of any price reductions that occur before the originally-scheduled shipping date.
- 3.12. **Inspection; Acceptance.** All Materials are subject to final inspection and acceptance by the City within seven (7) days after receipt. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all storage and return costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the City may elect to do any or all of the following by written notice to the Vendor: (A) waive the non-conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.
- 3.13. **Waiver.** Waiver by the City of a condition in any shipment shall not be considered a waiver of any other terms of this Contract or that condition for subsequent shipments.
- 3.14. **Product Documentation.** Books, manuals, or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components, and accessories, as supplied to comply with the Specifications. If changes, modifications, additions, or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings, and descriptive text sufficient to allow a person of average skill in general mechanics to diagnose, repair, and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part and all cross-referencing between the Vendor and the manufacturers. The City shall have the right to reproduce any equipment/product documentation for City maintenance and educational purposes only.
- 3.15. **Product Discontinuance.** In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that

names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model, and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.

- 3.16. **No Replacement of Defective Delivery.** Every delivery of Materials shall fully comply with all provisions of the Contract and any resulting order. If a delivery is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
- 3.17. **Shipment Under Reservation Prohibited.** Vendor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.
- 3.18. **Liens.** All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
- 3.19. **Right to Assurance.** Whenever one party to this Contract has a good faith reason to question the other party's intent to perform, such party may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five (5) Days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 3.20. **Right to Inspect Plant.** The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.
- 3.21. **Patents and Copyrights.** All services, information, computer program elements, reports, and other deliverables which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.
- 3.22. **Advertising.** Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.
- 3.23. **Licenses; Materials.** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment, or material to Vendor.
- 3.24. **Indemnification.** Vendor shall indemnify, defend, and hold harmless the City and each council member, officer, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the acts, misconduct, errors, mistakes, or omissions, in connection with the performance of the Vendor, its officers, employees, agents, or any tier of Subcontractor or person for which Vendor may be legally liable in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- 3.25. **Anti-Discrimination Against Israel Act:** If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Contract, and agrees for the duration of this Contract to not engage in a boycott of Israel as defined in Section 34.600, RSMo
- 3.26. **Davis Bacon Act:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.
- 3.27. **Insurance.**
 - a. **General.**
 - i. **Insurer Qualifications.** Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms

- satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.
- ii. **No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
 - iii. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.
 - iv. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
 - v. **Primary Insurance.** Vendor's insurance shall be, or endorsed to be, primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
 - vi. **Claims Made.** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
 - vii. **Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
 - viii. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Vendor shall be solely responsible for any such deductible or self-insured retention amount.
 - ix. **Automatic Escalator.** The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
 - x. **Use of Subcontractors.** If any portion of this Contract is subcontracted in any way, Vendor shall execute written contract(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any contracts with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
 - xi. **Notice of Claim.** The Vendor shall upon receipt of notice of any claim in connection with this Contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Vendor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Contract. A breach of this provision is material breach of the contract.

- xii. **Evidence of Insurance.** Prior to commencing any Work or Services under this Contract, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
1. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04 or their equivalents.
 - b. Auto Liability - Under ISO Form CA 20 48 or equivalent.
 - c. Excess Liability - Follow Form to underlying insurance.
 2. Vendor's insurance shall be primary insurance with respect to performance of the Contract.
 3. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Vendor's performance under this Contract.
 4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.
- xiii. **Endorsements.** Vendor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.
- b. **Required Insurance Coverage.**
- i. **Commercial General Liability.** Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- ii. **Vehicle Liability.** Vendor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Vendor pursuant to this Contract and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Vendors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- iii. **Professional Liability.** If this Contract is the subject of any professional Services or Work, or if the Vendor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- iv. **Workers' Compensation Insurance.** If Vendor employs anyone who is required by law to be covered by workers' compensation insurance, Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in performance under this Contract and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Vendor further understands and agrees that Vendor's employees, agents, subcontractors, and directors (referred to in this paragraph as "Employees"), are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Vendor acknowledges and agrees that any injury its Employees sustain in the performance of this Contract will be not be eligible for industrial benefits from the City and any necessary treatment will be Vendor's, or Vendor's insurer's, sole responsibility. Should Vendor's insurer attempt to subrogate a Workers' Compensation claim against the City, including the City's employees, director, or agents, Vendor shall defend, indemnify, and hold harmless the City and the City's employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, arising out of such subrogation efforts.

- c. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.
- 3.28. **Applicable Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri and any suit pertaining to this Contract may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 3.29. **Termination; Cancellation.**
- a. **For City's Convenience.** This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Vendor shall be paid, for all undisputed Materials that were delivered prior to the termination date.

- b. **For Cause.** If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Vendor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Vendor of a material term or condition of this Contract, including unsatisfactory performance of the services;
 2. Upon insolvency or the commencement of any proceeding by or against the Vendor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Vendor for the benefit of creditors;
 3. If the Vendor refuses or fails to proceed with the services under the Contract when and as directed by the City;
 4. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
 5. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
 6. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.
- c. **Gratuities.** The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent, employee, or elected official of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

d. **Subject to Non-Appropriation.** The City is obligated only to pay its obligations set forth in this Contract from funds lawfully appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Contract. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The obligation of the City to make any payment pursuant to this Contract is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Contract pursuant to this section.

3.30. **Performance and Payment Bonds.** If the Bid, or any Services to be performed under this Contract, is in excess of \$50,000.00 and involves a public works project, the Vendor shall submit a satisfactory Performance and Maintenance Bond and Payment Bond, each of which with a good and sufficient surety authorized to do business in the State of Missouri. The bonds shall be in the full amount of the bid submitted based on the bid quantity listed in the Bid Proposal form, and each in substantially the same form provided in the Bid Documents. The Payment Bond shall comply with all requirements of Section 107.170, RSMo. Such bonds shall be submitted within ten (10) days after receipt of the written notification of award from the City. Bonds shall also hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Vendor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price. If at any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

3.31. **Miscellaneous.**

a. **Independent Contractor.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Contract.

b. **Laws and Regulations.** The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal statutes and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

c. **Amendments.** This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

d. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any

such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

- e. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- f. **Entire Contract; Interpretation; Parol Evidence.** This Contract represents the entire contract of the parties with respect to its subject matter, and all previous contracts, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral contracts have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written contract executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- g. **Assignment; Delegation.** No right or interest in this Contract shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor. The requirements of this Contract are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- h. **Subcontracts.** No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials or Services specified herein without the prior, written approval of the City. The Vendor is responsible for performance under this Contract whether or not Subcontractors are used.
- i. **Rights and Remedies.** No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.
- j. **Offset for Damages.** In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.
- k. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 Southeast Green Street
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services Office

With a copy to: City of Lee's Summit
220 Southeast Green Street
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Vendor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- l. **Confidentiality of Records.** The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Contract. Vendor shall ensure its subcontractors are aware of and comply with this provision.
- m. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any City-approved Purchase Orders, invoices and the Vendor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Contract is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.
- n. **Non-Exclusive Contract.** This Contract is entered into with the understanding and contract that it is for the sole convenience of the City of Lee's Summit. The City reserves the right to obtain like Materials and Services from another source when necessary.
- o. **Cooperative Purchasing.** The Vendor by submitting a bid acknowledges that other Public Agencies may use this contract (Piggyback) under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract PiggyBacks on a case-by-case basis. Before a Public Agency is allowed to PiggyBack any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot PiggyBack. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.
- p. **Signatory Authority.** Each person signing this Contract represents that such person has the requisite authority to execute this Contract on behalf of the entity the person represents and that all necessary formalities have been met.
- q. **E-Signature and Counterparts.** The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.
- r. **Time of the Essence.** Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in Vendor's performance of its obligation is applicable only to the particular transaction to

which it relates, and is not applicable to any other obligation or transaction.

- s. **Work Authorization/E-verify.** Pursuant to § 285.530, RSMo. if Contract exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.
- t. **Debarment.** By submission of its response, the Service Provider certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- u. **Prevailing Wages.** Pursuant to § 290.230.5, RSMo. a project of which this Contract is a part, exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Vendor shall pay all its workers the applicable prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Contract is subject to prevailing wages as required by §§ 290.210, et. seq., RSMo. the City's determination shall control.
- v. **Force Majeure.** The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

EXHIBIT A
SPECIFICATIONS

1. Scope. To provide installation of concrete flat work, curbing and street repairs for the City of Lee's Summit as a yearly contract on an as needed basis. The successful contractor shall be required to provide all labor, materials and equipment for the installation of concrete flat work and curbing.
2. Specific Requirement.
 - 2.1 Response time criteria:
 - 2.1.1 Under this contract, it is required that the Contractor be available for service seven (7) days a week, 24hours a day.
 - 2.1.2 Some work under this contract is of an emergency nature. Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City.
 - 2.1.3 It shall be the City's responsibility, upon placing a call, to designate an emergency or non-emergency situation.
 - 2.1.4 Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have qualified staff on the job site within two (2) hours of the original notification.
 - 2.1.5 In the event repairs cannot be completed with the initial response, every effort by the Contractor shall be made to provide limited repair to allow for effective functioning until complete restoration can be made.
 - 2.1.6 Failure to meet the requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
 - 2.1.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract.
 - 2.2 Post award information:
 - 2.2.1 All work shall be performed and all complaints handled with due regard to the City public relations. Contractor shall utilize competent employees in performing the work. At the request of the City, Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and Contractor shall be promptly notified by the other of any complaints received.
 - 2.2.2 Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.
 - 2.2.3 Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. Contractor shall be equipped to meet all Occupational Safety and Health Administration (OSHA) criteria.
 - 2.2.4 Contractor will be contacted for services as required by the applicable City Department Supervisor or their designee.
 - 2.2.5 Contractor will provide the City with a signed copy of the Work Order Cost Estimate attached to the invoice which references the Purchase Order issued for Services rendered.
3. Specifications.
 - 3.1 General Requirements: Contract for services is being established to expedite current and future projects. Projects are initiated as opportunity for improvements or development arises. Available funding is the determining factor in utilizing contract services in lieu of staff.

3.2 Materials for Curbing:

- 3.2.1 **Concrete Mix:** Concrete shall conform to the requirements of the Kansas City Metro Materials Board (KCMMB). Concrete strength shall be a minimum of 4000 psi unless otherwise specified for a project. All additives and mixes shall be stated on each project quote request.
- 3.2.2 **Expansion Material:** Expansion material shall be placed in accordance with the Lee's Summit Design Guidelines.
- 3.2.3 **Reinforcing Steel:** Rods shall be #4 gauge steel and placed conforming to the Lee's Summit Design Guidelines.
- 3.2.4 **Curing Material:** Curing membrane shall be as specified in section 2208.2 Sub-Section F of the Division II Construction and Materials Specifications, Streets, Kansas City Metropolitan Chapter APWA when applicable.
- 3.2.5 **Construction Details:**
- ❖ Curb and Gutter, CG-1, and Residential Lazyback Curb, CG-2, shall be constructed in compliance with Lee's Summit Design Guidelines. Curb edging which shall be curvilinear 12" high and 6" wide with top edged and broom finished. All flat work shall be finished as specified for the project.
 - ❖ All form work shall be approved by City Staff prior to placement of concrete.
- 3.2.6 **Rock:** Rock required for new work and its placement shall be the responsibility of the City or its contractors. Rock required for replacement work shall be the responsibility of the contractor.
- 3.2.7 **Joints:** The joints shall be formed at right angles to the alignment of the project unless otherwise specified in the project quote request or job specifications.
- ❖ **Expansion Joint:**
 - **Material:** Expansion joints shall be formed by ¾ inch thick joint filler.
 - **Stability:** Expansion joints shall be secured in a manner so they will not be disturbed by depositing and consolidating of concrete.
 - ❖ **Contraction Joints:** All work shall have contraction joints formed at intervals conforming to Lee's Summit Design Guidelines.
 - ❖ **Method:** Contraction joints may be formed by either tooling or sawing.
 - **Tooling:** Tooled contraction joints shall be constructed with ¼ inch radius on all exposed edged.
 - **Sawing:** Sawing of contraction joints will be permitted if done within 24 hours of the placing of concrete and completed with a clean non-raveled edge.
- 3.2.8 **Concrete Work:** Concrete shall be placed in accordance with the requirements of Lee's Summit Design Guidelines and as specified in the project specifications. Expansion and contraction joints shall be constructed as indicated above. The contractor shall furnish all equipment, transportation of equipment, materials and labor to install and finish concrete and the expense for these items shall be included in the linear or square foot pricing requested. Any concrete work not included in the line item pricing but performed in conjunction with line item bid descriptions may be performed by submission of separate proposal. Proposal may be accepted or rejected and bid out by the City.
- ❖ **Site Preparation:** Site preparation for new work shall be the responsibility of the City or its contractor. Preparation for placement of concrete on replacement work shall be the responsibility of the contractor.
 - ❖ **Concrete Placement:** Concrete shall be mechanically vibrated when specified by the project or in compliance with Lee's Summit Design Guidelines.
 - ❖ **Finishing:** After placing and initial strike-off, the curbing shall be tooled to the required radius. If the surface of the concrete is sufficiently wet so that a ridge is formed at the inside of the radius tool, finishing will cease until the excessive moisture has evaporated. After initial set and tooling, a broom finish shall be applied to the top edge and radius edges. In all cases finished curb shall have a true surface, free from sags, twists, or warps, and shall have a uniform color and appearance. Flat work shall be finished according to project specifications and shall have a uniform color and appearance.
 - ❖ **Curing:** As soon as practical after the concrete is finished, it shall be cured with one of the acceptable liquid curing membranes applied according to the manufacturer direction if specified for the project. If the front and or back forms are removed from finished curbing within a period of 72 hours of placement, these

surfaces shall also be cured. Wet burlap, cotton mat, waterproof paper, polyethylene sheeting or earth backfill is not an acceptable curing method for curbing.

- ❖ **Protection:** The contractor shall protect the concrete work against damage or defacement of any kind until it has been accepted by the City's designated project coordinator. Concrete which is damaged or defaced, shall be removed and replaced, or repaired to the satisfaction of the City's designated project coordinator.

3.2.9 **Method of Measurement:** Curb work performed, as set forth in these specifications, shall be measured by the linear foot of satisfactorily completed curb work as measured at the flow line. The square foot of satisfactorily completed work shall be the measurement for flat work.

3.3 **ADA Ramps:** Replacement and new ADA Ramps will be constructed in accordance with the Americans with Disabilities Act and City of Lee's Summit Design and Construction Manual Details. Wheelchair ramp construction consists of placing or replacing ramps as shown on APWA detail sheet SW-1 (Ramp Types A, B, or C). Additional sidewalk panels may be replaced as directed by the City. Sidewalk panels that are replaced in excess of the standard wheelchair ramps will be measured as square feet of 4" flatwork replacement for payment purposes. Curbing shall be poured separate to the ramps with no monolithic pours permitted.

3.4 **Street Repairs:** 10" Concrete cap to meet the existing street surface on city streets. The concrete mix is to be WA610-1-4 with Missouri type D rock. Contractor shall work with Inspections for approval.

3.5 **Detectable Warnings:** Detectable warnings are required standardized surface features built in or applied to walking surfaces on sidewalks or ramps to warn visually impaired people of hazards on a circulation path. Those hazards include, but are not limited to interfaces between sidewalks and areas where moving vehicles may be present.

3.5.1 **Dimensions:** Detectable warnings shall consist of raised truncated domes with a 0.9 in (23 mm) nominal diameter, a nominal 0.2 in (5mm) height, and a nominal center to center spacing of 2.35 in (60 mm). They shall extend across the full walking surface of the walk or ramp, and shall be 2 feet (0.6 m) long in the direction of pedestrian travel.

3.5.2 **Contrast:** Detectable warnings shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light. The material used to provide contrast should contrast by at least 40%. Contrast in percent is determined by:

$$\text{Contrast} = [(B1-B2)/B1] \times 100$$

Where:

B1=light reflectance value (LRV) of the lighter area

B2=light reflectance value (LRV) of the darker area

Light Reflectance Value shall be determined by ASTM D2805 for painted surfaces or by visual comparison to paint chips with LRVs determined by ASTM D2805 for non-painted surfaces. Note that in any application both white and black are never absolute: thus B1 is always less than 100, and B2 is always greater than 0.

3.5.3 **Material:** The material used to provide contrast shall be an integral part of the walking surface. The material for detectable surface shall consist of:

- ❖ **Grouted-in-Place Clay Pavers**
 - Paving brick shall be 2¼" x 3⅝" x 7⅝" and shall meet the requirements of ASTM C902 for Class SX, Type 1 brick and ASTM C1272.
 - The bricks shall be placed in a Soldier Course pattern on type A and Type C ramps, or in the Herringbone or Soldier Course pattern on Type B ramps.
 - The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick.
 - Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).

- ❖ Cast-in-Place Tiles: Acceptable products include Detectable Warning System's E-Z-Set Ceramic Composite Detectable Warning Panels, Armor Tile's Cast In Place System, ADA Solution's Composite Paver, CASTinTACT Detectable Warning Panel, or approved equal.
- ❖ Color for all surfaces options shall be 'brick red'. Surface applied retrofit tiles shall not be allowed. Any color variation to meet contrast requirements must be approved by City Engineer

PRICE SHEET

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Specifications/Price Sheet shall be deemed as a NO BID entry for that item.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 25.17
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 22.65
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 20.39
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 18.35
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 16.51
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 14.86
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 37.76
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 33.98
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 30.59
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 27.53
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 24.77
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 22.30
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 25.17
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 22.65
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 20.39
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 18.35
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 16.51
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 14.86
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 37.76
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 33.98
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 30.59
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 27.53
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 24.77
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 22.30
SECTION 5: CG-1 Curbing – New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 42.47
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 38.61
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 35.10
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 31.59
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 28.43
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 25.59
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 63.70
4.32	CG-1 Replacement	101-200	L.F.	\$ 57.33
4.33	CG-1 Replacement	201-500	L.F.	\$ 51.60
4.34	CG-1 Replacement	501-750	L.F.	\$ 46.44
4.35	CG-1 Replacement	751-1000	L.F.	\$ 41.80
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 37.62

SECTION 7: CG-2 Curbing – New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 42.47
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 38.61
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 35.10
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 31.59
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 28.43
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 25.59
SECTION 8: CG-2 Replacement				
4.43	CG-2 Replacement	1-100	L.F.	\$ 63.70
4.44	CG-2 Replacement	101-200	L.F.	\$ 57.33
4.45	CG-2 Replacement	201-500	L.F.	\$ 51.60
4.46	CG-2 Replacement	501-750	L.F.	\$ 46.44
4.47	CG-2 Replacement	751-1000	L.F.	\$ 41.80
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 37.62
SECTION 9: Concrete Steps – New price based on square footage of stair tread				
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 43.19
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 38.87
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 34.98
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 31.49
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 28.34
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 25.50
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 22.95
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread				
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 64.79
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 58.31
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 52.47
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 47.22
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 42.51
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 38.25
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 34.43
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)				
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 3.39
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 3.22
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.06
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.91
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.76
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.62
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.49
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)				
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 3.73
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 3.54
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.37
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 3.20
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 3.04
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.89
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.74

SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)		Each	Sq.Ft.	\$ <u>24.95</u>
4.78	ADA Ramp – Replacement (concrete portion only)		Each	Sq.Ft.	\$ <u>37.43</u>
4.79	ADA Detectable Surface – Cast In Place Panels		Each	Sq.Ft.	\$ <u>30.95</u>
4.80	ADA Detectable Surface – Grouted In Place Bricks		Each	Sq.Ft.	\$ <u>36.70</u>
SECTION 14: Concrete Flat Work-New- broom finish				4" Thick	6" Thick
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ <u>8.97</u>	\$ <u>10.44</u>
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ <u>8.07</u>	\$ <u>9.40</u>
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ <u>7.27</u>	\$ <u>8.46</u>
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ <u>6.54</u>	\$ <u>7.61</u>
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ <u>5.89</u>	\$ <u>6.85</u>
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ <u>5.30</u>	\$ <u>6.16</u>
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ <u>4.77</u>	\$ <u>5.55</u>
SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ <u>13.46</u>	\$ <u>15.66</u>
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ <u>12.11</u>	\$ <u>14.10</u>
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ <u>10.90</u>	\$ <u>12.68</u>
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ <u>9.81</u>	\$ <u>11.42</u>
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ <u>8.83</u>	\$ <u>10.27</u>
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ <u>7.95</u>	\$ <u>9.25</u>
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ <u>7.15</u>	\$ <u>8.32</u>
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ <u>9.87</u>	\$ <u>11.48</u>
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ <u>8.88</u>	\$ <u>10.34</u>
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>7.99</u>	\$ <u>9.30</u>
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>7.19</u>	\$ <u>8.37</u>
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>6.47</u>	\$ <u>7.53</u>
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>5.83</u>	\$ <u>6.78</u>
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>5.24</u>	\$ <u>6.10</u>
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>14.81</u>	\$ <u>17.22</u>
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>13.32</u>	\$ <u>15.50</u>
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>11.99</u>	\$ <u>13.95</u>
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>10.79</u>	\$ <u>12.55</u>
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>9.71</u>	\$ <u>11.30</u>
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.74</u>	\$ <u>10.17</u>
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.87</u>	\$ <u>9.15</u>
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 – 20	Sq.Ft.	\$ <u>50.00</u>	\$
4.110	10" Thick Concrete Patch	21 – 70	Sq.Ft.	\$ <u>35.00</u>	\$
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ <u>30.00</u>	\$
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ <u>15.00</u>	\$
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ <u>12.15</u>	\$ <u>14.14</u>
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ <u>10.94</u>	\$ <u>12.73</u>
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ <u>9.84</u>	\$ <u>11.45</u>
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ <u>8.86</u>	\$ <u>10.31</u>
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ <u>7.97</u>	\$ <u>9.28</u>
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ <u>7.17</u>	\$ <u>8.35</u>
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ <u>6.46</u>	\$ <u>7.51</u>

SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ <u>18.23</u>	\$ <u>21.21</u>
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ <u>16.41</u>	\$ <u>19.09</u>
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ <u>14.77</u>	\$ <u>17.18</u>
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ <u>13.29</u>	\$ <u>15.46</u>
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ <u>11.96</u>	\$ <u>13.92</u>
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ <u>10.76</u>	\$ <u>12.52</u>
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ <u>9.69</u>	\$ <u>11.27</u>
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ <u>12.63</u>	\$ <u>13.89</u>
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ <u>11.37</u>	\$ <u>12.50</u>
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>10.23</u>	\$ <u>11.25</u>
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>9.21</u>	\$ <u>10.13</u>
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>8.29</u>	\$ <u>9.11</u>
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>7.46</u>	\$ <u>8.20</u>
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>6.71</u>	\$ <u>7.38</u>
SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>18.95</u>	\$ <u>20.84</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>17.06</u>	\$ <u>18.76</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>15.35</u>	\$ <u>16.88</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>13.81</u>	\$ <u>15.19</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>12.43</u>	\$ <u>13.67</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>11.19</u>	\$ <u>12.31</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>10.09</u>	\$ <u>11.08</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ <u>9.10</u>	\$ _____
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.00</u>	\$ _____
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.95</u>	\$ _____
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.90</u>	\$ _____
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.85</u>	\$ _____
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.80</u>	\$ _____
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.75</u>	\$ _____
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.70</u>	\$ _____
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.50</u>	\$ <u>36.75</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>24.00</u>	\$ <u>36.00</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>23.50</u>	\$ <u>35.25</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>23.00</u>	\$ <u>34.50</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>22.50</u>	\$ <u>33.75</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>22.00</u>	\$ <u>33.00</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>21.50</u>	\$ <u>32.25</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>28.00</u>	\$ <u>42.00</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>27.50</u>	\$ <u>41.25</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>27.00</u>	\$ <u>40.50</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>26.50</u>	\$ <u>39.75</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>26.00</u>	\$ <u>39.00</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>25.50</u>	\$ <u>38.25</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>25.00</u>	\$ <u>37.50</u>

SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.00</u>	\$ <u>36.00</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>23.50</u>	\$ <u>35.25</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>23.00</u>	\$ <u>34.50</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>22.50</u>	\$ <u>33.75</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>22.00</u>	\$ <u>33.00</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>21.50</u>	\$ <u>32.25</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>21.00</u>	\$ <u>31.50</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>27.50</u>	\$ <u>41.25</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>27.00</u>	\$ <u>40.50</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>26.50</u>	\$ <u>39.75</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>26.00</u>	\$ <u>39.00</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>25.50</u>	\$ <u>38.25</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>25.00</u>	\$ <u>37.50</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>24.50</u>	\$ <u>36.75</u>
SECTION 29: 4" Brick Red Stamped Concrete Flatwork					
4.177	4" Prism P5040 Taupe Stamped Concrete*	1-200	Sq.Ft.	\$ <u>14.58</u>	\$ <u>21.87</u>
4.178	4" Prism P5040 Taupe Stamped Concrete*	201-1000	Sq.Ft.	\$ <u>13.50</u>	\$ <u>20.25</u>
4.179	4" Prism P5040 Taupe Stamped Concrete*	1001-4,000	Sq.Ft.	\$ <u>12.50</u>	\$ <u>18.75</u>
4.180	4" Prism P5040 Taupe Stamped Concrete*	4,001-6,000	Sq.Ft.	\$ <u>11.50</u>	\$ <u>17.25</u>
4.181	4" Prism P5040 Taupe Stamped Concrete*	6,001-8,000	Sq.Ft.	\$ <u>10.58</u>	\$ <u>15.87</u>
4.182	4" Prism P5040 Taupe Stamped Concrete*	8,001-10,000	Sq.Ft.	\$ <u>9.73</u>	\$ <u>14.60</u>
4.183	4" Prism P5040 Taupe Stamped Concrete*	10,000 & up	Sq.Ft.	\$ <u>8.95</u>	\$ <u>13.43</u>
*Denotes or approved equal					
Hours of Service and Contact Information					
State hours normal service is available				<u>7</u> a.m. to <u>5</u> p.m., <u>5</u> days per week	
Emergency service available				<u>7</u> a.m. to <u>7</u> p.m., <u>7</u> days per week	
Name of person to call for service				<u>ROBERT HOTMER</u>	
Telephone of person to call for service				<u>816-263-0055</u>	
City standard payment terms are Net 30 after receipt of invoice and certified payroll. State any discounts offered				<u>NONE</u>	

 Company Name: HOTMER EXCAVATION

 Date: 1/19/2024

EXHIBIT B
SUBSTITUTION/EQUAL REQUEST FORM

~~~ INTENTIONALLY OMMITTED ~~~

**EXHIBIT C**

**LICENSE/DBE/WBE STATUS/SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE**

1. Provide copies of Professional Licenses/Certificates as required by the Specifications in Exhibit A
2. Has your firm been certified by any jurisdiction in Missouri as a minority or woman owned business enterprise?  
Yes  No   
If yes, please provide details and documentation of the certification.
3. Has your firm been certified by the State of Missouri, pursuant to Section 34.074, RSMo, as a Missouri Service Disabled Veteran Business Enterprise? Yes  No   
If yes, please provide documentation of the certification.



**EXHIBIT D**  
**REFERENCES**

Provide the following information for three clients for whom Bidder has provided Services of **similar size and scope** within the past 36 months. **These references will be checked.** Please ensure all information is accurate and current. Failure to provide three accurate and suitable references may result in disqualification.

1. Company: City of Odessa, Mo  
Address 228 S. 2<sup>nd</sup> St.  
City/State/Zip Code Odessa, Mo 64076  
Contact: Christi Dickey  
Telephone 816-230-5577, ext. 2  
Email Christi.dickey@cityofodessamo.com
  
2. Company: B & B Construction  
Address 114 W. Mason St.  
City/State/Zip Code Odessa, Mo 64076  
Contact: Jessica McGinnis  
Telephone 816-263-1724  
Email bandbconstruction.billing@gmail.com
  
3. Company: McGrath Electric  
Address 601 E. Main St.  
City/State/Zip Code Odessa, Mo 64076  
Contact: Billy McGrath  
Telephone 816-726-3265  
Email coltpython601@gmail.com

**EXHIBIT E**

**Acknowledgement of Addenda received, if any**

NO ADDENDA

A handwritten signature in black ink, appearing to be "C. W. [unclear]", written in a cursive style.





Company ID Number: 2359517



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Hotmer Excavation, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. 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 objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete 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 DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. 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.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a 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, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived 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(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) 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 mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to 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 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. 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, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and





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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. 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 with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. 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, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

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

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA 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.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. 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.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. 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 E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. 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.



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E. The Employer understands that 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

|                                                                   |                           |
|-------------------------------------------------------------------|---------------------------|
| <b>Employer</b><br>Hotmer Excavation, LLC                         |                           |
| <b>Name (Please Type or Print)</b><br>Colton W Hilbrenner         | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>01/15/2024 |
| <b>Department of Homeland Security – Verification Division</b>    |                           |
| <b>Name (Please Type or Print)</b><br>USCIS Verification Division | <b>Title</b>              |
| <b>Signature</b><br>Electronically Signed                         | <b>Date</b><br>01/15/2024 |



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| <b>Information Required for the E-Verify Program</b>       |                                              |
|------------------------------------------------------------|----------------------------------------------|
| <b>Information relating to your Company:</b>               |                                              |
| <b>Company Name</b>                                        | Hotmer Excavation, LLC                       |
| <b>Company Facility Address</b>                            | 10038 Odessa Cemetery Rd<br>Odessa, MO 64076 |
| <b>Company Alternate Address</b>                           |                                              |
| <b>County or Parish</b>                                    | LAFAYETTE                                    |
| <b>Employer Identification Number</b>                      | 815263657                                    |
| <b>North American Industry Classification Systems Code</b> | 238                                          |
| <b>Parent Company</b>                                      |                                              |
| <b>Number of Employees</b>                                 | 5 to 9                                       |
| <b>Number of Sites Verified for</b>                        | 1 site(s)                                    |





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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

|              |                         |
|--------------|-------------------------|
| Name         | Colton W Hilbrenner     |
| Phone Number | 8166613463              |
| Fax          |                         |
| Email        | chilbrenner99@gmail.com |





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This list represents the first 20 Program Administrators listed for this company.



HOTMER EXCAVATION, LLC  
0038 ODESSA CEMETERY RD  
ODESSA, MO 64076

CITY OF LEE'S SUMMIT  
PROCUREMENT & CONTRACT SERVICES  
BID NO. 2024-050

2024 JAN 19 PM 12:31:1

chilbrenner99@gmail.com

BID No. 2024-050  
CURETTE FLATWORK/CURB INSTALLATION/  
CURETTE REPAIR AS YEARLY CONTRACT