

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
LIPPERT MECHANICAL SERVICE CORPORATION**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Lippert Mechanical Service Corporation (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, the City of Kansas City, Missouri ("KCMO") entered into Contract #EV2748 dated February 28, 2020 (the "KCMO Contract"), for the Vendor to provide HVAC services, materials, and equipment. The KCMO Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the Lippert Mechanical Service Corporation Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the KCMO Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the KCMO Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with HVAC services, materials, and equipment, as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of NPP Gov Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the Services as set forth in Attachment A Scope of Services of the KCMO Contract.

3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement 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) Contractor 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 Agreement. 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.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement 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 Agreement obligations, this Agreement 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 Agreement. 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 Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. 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 Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. 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 Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. To the extent provided under the KCMO Contract, the City shall be afforded all of the rights and privileges afforded to KCMO and shall be the "City" (as that term is defined in the KCMO Contract) for the purposes of the portions of the KCMO Contract that are incorporated herein by reference.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to KCMO to the extent provided under the KCMO Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

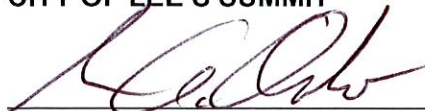
In addition to the insurance requirements set forth in the KCMO Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional 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."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same

instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT



Stephen A. Arbo, City Manager

Date 7/14/22

ATTEST:



Trisha Fowler Arcuri, City Clerk

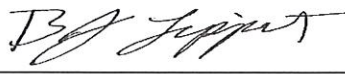
APPROVED AS TO FORM:



Digitally signed by Scott Ison
Date: 2022.07.13 14:09:24
-05'00'

Daniel R. White,
Chief Counsel of Management and Operations

LIPPERT MECHANICAL SERVICES CORP.

By 

Print Name Brian Lippert

Title General Manager

Date 7-8-2022





**City of Kansas City, Missouri
General Services Department
Earnest Rouse, Director**

- | | |
|--------------------------|------------------------|
| <input type="checkbox"/> | Executed Contract File |
| <input type="checkbox"/> | Contractor |
| <input type="checkbox"/> | Surety |
| <input type="checkbox"/> | Project Manager |

CONTRACT NO. EV2748

**CITY-WIDE IDIQ HVAC MAINTENANCE AND
REPAIRS SERVICES**

BIDDER/ADDRESS

Company	— Lippert Mechanical Services Corp.	—
Contact	— Attn: Brian Lippert	—
Address	— 1600 North Topping Avenue	—
	— Kansas City MO 64120	—

Project Manager: Darrell Everette
Telephone: 816-513-0798
Email: Darrell.everette@kcmo.org

FACILITY REPAIR AND MAINTENANCE CONTRACT
CONTRACT NO. EV2748 – CITY-WIDE IDIQ HVAC MAINTENANCE AND REPAIRS
SERVICES

GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Lippert Mechanical Services Corp.(“Contractor”).

City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

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

Sec. 2. Term of Contract.

- A. The effective date of this Contract shall be the date specified in the written Notice to Proceed issued by the Manager of Procurement Services. The initial term of the Contract shall be one year from the effective date.
- B. The obligation of performance and payment under this Contract do not begin until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City’s Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- C. The City shall have a unilateral right to renew this Contract for up to four additional one year terms in accordance with the Contract Documents. The Manager of Procurement Services is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 3. Purchase Orders.

- A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City’s Manager of Procurement Services for which funds have been certified and encumbered by the City’s Director of Finance.
- B. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor.
- C. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

- A. The maximum amount that City shall pay Contractor is set forth in these Contract documents including **Attachment A – Scope of Services** and **Attachment B – Facility Repair & Maintenance Bid Form/Contract**. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Annual renewal price adjustments are not automatic. Contractor must provide written proof that the requested adjustment is warranted.
 1. Contractor must request price adjustment, in writing, thirty (30) days prior to the renewal date. Any approved price adjustment will be effective on the renewal date.
 2. If Contractor fails to request a CPI price adjustment thirty(30) days prior to the renewal date, any approved adjustment will be effective 30 days after request is received by City.
 3. Under no circumstances shall any increase be granted that is greater than the Federal Bureau of Labor Statistics, Consumer Price Index (CPI).
- C. Contractor shall submit invoices in a form acceptable to the City on a monthly basis.
 1. Payment shall be made on a time and material basis or when applicable, the maximum not-to-exceed proposed lump sum, whichever is lowest.
 2. Invoices are due by the fifth (5th) day of each calendar month for the work completed in the preceding calendar month.
 3. Invoices shall be completed for each completed Work Order and shall include the Work Order Number and the following information:
 - a. Complete description of work performed.
 - b. Itemized listing of labor, parts, materials, and equipment.
 - c. Copies of distributors' invoices for all materials rental equipment and other allowable expenses showing cost to Contractor and cost with mark-up applied as applicable.
 - d. Total hours worked by each trade and applicable hourly wage rate bid.
 - e. Manufacturer's Warranty information if applicable.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- F. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

- G. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report submitted to the City's Human Relations Department. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to those parties listed on **Attachment B – Facility Repair & Maintenance Bid Form/Contract.**

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 8. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.
- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 11. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
 - b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.
 - d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."
6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name,

acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining

a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

Sec. 13. Open Excavations.

- A. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- B. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- C. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- D. Any excavation that is not covered shall be fenced in such a way that the fence surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.
- E. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

Sec. 14. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services

Attachment B – Facility Repair & Maintenance Bid Form/Contract

00412 Unit Prices

Attachment C – 01290.01 Application for Payment

01290.02 Schedule of Values

Attachment D – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions

00450 HRD 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 HRD 10: Timetable for MBE/WBE Utilization

00470 HRD 11: Request for Modification or Substitution

00485 HRD Monthly Reporting Forms

00485.01 M/WBE Monthly Utilization Report

00485.01.1 M/WBE Monthly Utilization Report Instructions

00485.02 Project Workforce Monthly Report

00485.02.1 Workforce Monthly Report Instructions

00485.03 Company-Wide Workforce Monthly Report

01290.14 Contractor Affidavit for Final Payment

01290.15 Subcontractor Affidavit for Final Payment

Attachment E - Bonds

00430 Bid Bond

00610 Performance and Maintenance Bond

00615 Payment Bond

Attachment F – 00830 Wage Rate Requirements

Annual Wage Order

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

Division of Labor Standards Rules & Regulations

01290.07 Payroll Certification

01290.09 Subcontractors and Major Material Suppliers List

01290.11 Daily Labor Force Report

01290.12 Certificate of Substantial Completion
01290.13 Punch List
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment G – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment H – 00620 Insurance Certificate

Attachment I – 00630 Revenue Clearance Release Authorization

Attachment J – 00515.01 Employee Eligibility Verification Affidavit

Sec. 15. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 16. Emergencies.

- A. Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- B. During and after a disaster, Contractor shall provide special services to the City including Contractor shall open Contractor's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- C. Contractor shall not charge City any fee for opening facilities during an emergency or for extending Contractor's hours of operation during a disaster. City shall pay Contractor the agreed upon contract prices for all purchases made by City during the disaster and Contractor shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- D. Contractor shall quickly mobilize Contractor's internal and external resources to assist City when a disaster unfolds.
- E. Extended hours and personnel. During disasters, Contractor's facilities shall stay open 24 hours if requested by the City. Contractor shall utilize additional Contractor personnel to take CITY orders if necessary. Contractor's Call Center shall accept phone orders 24 hours a day.
- F. Contractor shall have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- G. Contractor shall cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

ATTACHMENT A
CONTRACT NO. EV2748 - CITY-WIDE IDIQ HVAC REPAIR &
MAINTENANCE SERVICES
SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. This contract is available to all City departments requiring HVAC services provided under this contract.
2. This is an indefinite delivery indefinite quantity (IDIQ) contract and individual Work Orders will be issued with specified quantities for a particular location/project and schedule for completion.
3. The estimated annual expenditure is \$1,000,000.
4. The contract is for use on planned projects as well as when unforeseen situations arise which require expeditious service.
5. When service is needed for an individual project, the City may notify Contractors by phone, email or fax.
 - a. The Contractor or Contractors shall submit, at no cost to the City, a binding project specification/cost estimate to the departmental project manager within seven (7) days of notification; unless an alternate time is specified by the project manager.
 - b. Contractor shall submit the specification/cost estimate based upon Attachment B – Bid Form.
 - c. Submit all documents, including plans, specifications, reports, models and renderings in the form requested by City.
 - d. Contractor shall not begin work until the City issues a Purchase Order to Contractor and the City has given Contractor a Work Authorization.
6. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
 - a. Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - b. Skilled tradesmen shall be provided to perform all work required under this Contract.
 - c. Contractor shall maintain direct communication capability with the City's Representative 24 hours a day, seven (7) days a week, during the Contract period.
 - d. Emergency Work - Respond to the service location with two (2) hours of receiving notification from the City Representative.
 - e. Non-Emergency - Schedule within three (3) working days of notification or as otherwise approved by the City's Representative.
 - f. Perform any and all work requested by City.
 - g. Conferences will be held at the request of City or Contractor.

B. SERVICES TO BE PERFORMED

1. The work required consists of providing HVAC installation, maintenance and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include but not be limited to:
 - a. Maintenance work orders for preventative maintenance to repair or replace HVAC equipment on as-needed basis.
 - b. Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
 - c. Provide all necessary equipment and supplies.

C. "GREEN", ECO-FRIENDLY, AND SUSTAINABLE PRODUCTS

1. Contractor shall include in their project proposals any "green, eco-friendly or sustainable" products as requested by City.

D. CONTRACTOR RESPONSIBILITIES

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
 - a. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - b. Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
 - c. Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
 - d. At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.

- e. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
 - f. All communications given to or received from the superintendent shall be binding on Contractor.
 - g. If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
7. All materials shall be of good quality as provided in the Contract documents.
- a. All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
 - b. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
 - c. All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

E. SITE INSPECTIONS

- 1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
- 2. Contractor shall include with the proposal, on company letterhead, experience and qualifying background information plus any resources and/or special services the company can provide.

F. AUTHORIZATION TO WORK

- 1. Work Orders
 - a. Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
 - b. If Contractor determines the maintenance work order will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
 - (1) Include this Contract Number.
 - (2) Contractor shall submit the proposal on the City's Cost Proposal form (sample attached), based upon **Attachment B Bid Form and Attachment B1 00412 Unit Prices.**
 - (3) Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.

- (4) Include proposed number of Calendar Days required to complete the ordered work.
 - c. Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
 - d. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
2. Emergency Work
- a. Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
 - b. If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
 - c. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
3. Not-To-Exceed Proposals
- a. Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.
4. Stop Work Orders
- a. The City reserves the right to verbally order that all work cease on a project at any time.
 - b. The individuals authorized to issue verbal work stop orders are:
 - c. City's representative
 - d. City Risk Manager
 - e. The City will be obligated to pay for supplies used and service performed up to the stop work order.

G. JOB SITE ADMINISTRATION

- 1. General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.

H. MATERIALS

- 1. When applicable, charges for materials used shall be Contractor's cost plus additional amount no to exceed 15%.
- 2. No reimbursement will be made for delivery fees.
- 3. Specific products or manufacturers will be specified by the City's Representative.
- 4. Contractor shall purchase only materials that can reasonably be anticipated as necessary to accomplish each Work Order. Excess useable materials shall be credited to the City.

Bidder: Lippert Mechanical Service Corp.

16. Bidder agrees that failure to meet or exceed the M/WBE Goals for the Bid will require the Director of Human Relations to recommend disapproval of the Bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions and the City's MBE/WBE Ordinance.

Business Entity Type:

- Missouri Corporation
 Foreign Corporation
 Fictitious Name Registration
 Sole Proprietor
 Limited Liability Company
 Partnership
 Joint Venture
 Other: _____

(Specify)

Legal name and address of Bidder:

Lippert Mechanical Service Corp.

1600 North Topping Avenue

Kansas City MO 64120

Telephone No. 816-241-4442

Facsimile No: 816-241-4114

E-Mail Address: blippert@lippertmechanical.com

Federal Identification Number 36-3939580

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: _____

(Signature)

Brian Lippert

(Print Name)

Title: General Manager

Date: January 31, 2020

(Attach corporate seal if applicable)

CITY OF KANSAS
DEPT. OF THE SHERIFF



UNIT PRICES

Project Number: EV2748

Project Title: CITY-WIDE HVAC MAINTENANCE SERVICES

KANSAS CITY
MISSOURI

The hourly labor shall include the following items and the City shall not be liable for or bill separately for same: service trucks and all related expenses; normal expandables; general conditions including insurance and bonds; office expenses; and profit and other overhead (See Attachment A).

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

Item No.	Unit	Quantity	Item Description:	Unit Price
STANDARD RATE:				
1	Man Hour	1	Plumber	68.00
2	Man Hour	1	Pipefitter	105.00
3	Man Hour	1	Sheet Metal Worker	70.00
4	Man Hour	1	Electrician	65.00
5	Man Hour	1	Laborer	45.00
6	Man Hour	1	Project Manager/Superintendent/Foreman	30.00
OVERTIME RATE:				
7	Man Hour	1	Plumber	86.00
8	Man Hour	1	Pipefitter	130.00
9	Man Hour	1	Sheet Metal Worker	88.00
10	Man Hour	1	Electrician	85.00
11	Man Hour	1	Laborer	51.00
12	Man Hour	1	Project Manager/Superintendent/Foreman	30.00
OVERTIME RATE - SATURDAY & SUNDAY:				
13	Man Hour	1	Plumber	112.00
14	Man Hour	1	Pipefitter	112.00
15	Man Hour	1	Sheet Metal Worker	88.00
16	Man Hour	1	Electrician	85.00
17	Man Hour	1	Laborer	65.00
18	Man Hour	1	Project Manager/Superintendent/Foreman	30.00
TOTAL UNIT PRICES/TOTAL BASE BID PRICE				1,345.00

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.

Unit Prices Form 00412 shall be considered in determining the lowest and best bid. The actual number of units worked and paid for under this contract may be more or less than the actual quantity given or may be none.





E-VERIFY IS A SERVICE OF DOJ

Company ID Number: 205836

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Lippert Mechanical Service Corp

Company Facility Address: 1900 Topping Avenue

Kansas City, MO 64120

Company Alternate Address:

County or Parish: JACKSON

Employer Identification

Number: 302830000

North American Industry Classification Systems

NAICS Code:

Main Company:

Number of Employees: 20 to 99

Number of Sites Verified

Total:

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

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 205836

Approved by:

Employer Lippert Mechanical Service Corp

Steven Crocker

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/13/2009

Date