

THIS CONTRACT, made this _____ day of _____, 20____, is herein called Yearly Contract for Equipment Rental as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and The G.W. Van Keppel Company, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 4th day of January, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____, 2017, Bid No. 2017-066, Contract period from _____, to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid #2017-066; section 2.1 Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-066	Dated:	January 4, 2017	Pages	1	through	22
Specifications:		Dated:	January 4, 2017	Pages	7	through	8
General Conditions:				Pages	15	through	20
Special Attachments:							

B. Calin
Procurement Officer of Record

The G.W. Van Keppel Company
Company Name

Stephen A. Arbo, City Manager

Date

Robert Troumbley
Company Authorized Signature

READ AND APPROVED:

Territory Manager 31 January 2017
Title Date

J. Thomas Lovell, Administrator of Parks & Recreation

Type or Print the Name of Authorized Person

Robert Troumbley

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Procurement and Contract Services Manager: Ben Calia, CPPB
Email Address: Ben.calia@cityofls.net

INVITATION FOR BID NUMBER 2017-066

The City of Lee's Summit will accept electronic submitted bids through Public Purchase or hand delivered four (4) bid responses (one (1) original and three (3) copies) from qualified persons or firms interested in providing the following:

**EQUIPMENT RENTAL
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM OR HAND DELIVERED PRIOR TO THE OPENING DATE OF
WEDNESDAY, JANUARY 4, 2017 at 2:00 PM LOCAL TIME**

The cutoff date for any questions for this bid is Tuesday, December 20th, 2016, at Noon, CST.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all bids, to waive technical defects, and to select the bid(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
<u>The C.W. Van Keppel CO.</u>	<u>Robert Troumbley</u>
Address	Signature
<u>1801 N 9th St</u>	<u>Robert Troumbley</u>
City/State/Zip	Title
<u>Kansas City, KS 66101</u>	<u>Territory Manager</u>
Telephone #	Date
<u>816-921-4040</u>	<u>3 Jan 2017</u>
Fax #	Tax ID #
	<u>44-0513694</u>
E-mail	Entity Type
<u>rtroumbley@vankeppel.com</u>	

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INVITATION FOR BID
BID NUMBER 2017-066

The City of Lee's Summit will accept electronically submitted or hand delivered bids from qualified persons or firms for **Equipment Rental** to establish a term contract. Bids must be received electronically in Public Purchase or hand delivered four (4) bid responses (one (1) original and three (3) copies) by 2:00 P.M. Local time, on Wednesday, January 4, 2017. Bids will be read aloud publicly in the Finance and Budget Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

Ben Calia, Procurement and Contract Services Manager

SCOPE: This City of Lee's Summit Invitation for Bid solicitation is to establish a Lease/Rental Contract(s) for equipment which may be required by City departments for temporary use on various City projects at various lengths of time according to the need. Equipment will be used on an as required basis.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) may be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **Requests for clarification must be received no later than Noon, Local Time, Tuesday, December 20th, 2016.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 **The bidder MUST submit a complete bid document. All pages shall be filled out completely. The submitted bid response shall consist of all bid pages. An incomplete bid submittal document may be considered non-responsive.**
- 1.7 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.8 State total costs of items bid in Section 4.0 PRICING.
- 1.9 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.10 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.11 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.12 Any award of a contract resulting from this Invitation for Bid will be made only by written authorization from the City Manager.

- 1.13 For prompt payment, all invoices must be either sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net. **Pre-billing will not be allowed without prior written acceptance by the City.**
- 1.14 If an award is a result of this Invitation for Bid, a contract in the form of a Term Contract will be issued. The PO or contract number (whichever is applicable) must be referenced on all documentation including delivery ticket, packing slip and/or invoice.
- 1.15 Whenever a material, article, or piece of equipment is identified by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the City, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The City in its sole discretion may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS**
- 1.16 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 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 your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.17 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in SECTION 7.0 GENERAL TERMS & CONDITIONS. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIAL REQUIREMENTS:

2.1 Renewal Option:

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

- 2.2 **Business License:** The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain

business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Evaluation Criteria: Bids will be evaluated by City personnel. They will make a comparative assessment of the bidder's response to this Invitation to Bid via the use of the objective and subject judgment based on the materials provided. The evaluation point breakdown is as follows:

2.3.1 **Price:** Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid. 50 points

2.3.3 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references. 20 points

2.3.2 **Location of Firm:** Consideration will be given to those firms located in closer proximity* to the City of Lee's Summit. 30 points

*Proximity shall be determined by utilizing Google Maps to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the address stated on the Offerors' bid.

SCORING RANGES

	50 Point Item	30 Point Item	20 Point Item
Outstanding	37 – 50	25 – 30	16 – 20
Exceeds Acceptable	25 – 36	19 – 24	11 – 15
Acceptable	13 – 24	13 – 18	6 – 10
Marginal	0 – 12	0 – 12	0 – 5

		Max. Pts	Score
1	Price: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	<u>50</u>	_____
2	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	<u>20</u>	_____
3.	Location of Firm: Consideration will be given to those firms located in closer proximity to the City of Lee's Summit.	<u>30</u>	_____
		Total(100)	

2.4 **Pricing:** Bidder must complete and submit pricing page (Section 4.0 PRICING).

2.5 **Insurance:** Bidder has and will maintain insurance coverage in accordance with the requirements of this Invitation identified in SECTION 8.0 INSURANCE REQUIREMENTS. The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract.

2.6 **Scheduling of Delivery:** Any delivery shall be coordinated with the department representative(s) or their designee.
NOTE: Any delivery fees shall be included in the Pricing for Equipment in Section 4.0. The City shall not pay additional line items for delivery on invoices. *please see attached letter*

2.7 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.7.1 To be provided with Bid submittal:

- Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid

document (bidders to keep copy of bid submitted)

- List of References and Experience on form provided
- Executed Addendum(s)-if applicable

2.7.2 To be provided prior to the issuance of a contract:

- Business License
- **A Pricing Catalog/List that identifies all items available and the applicable rental rates must be provided prior to the issuance of a contract.**
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.

2.8 **No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are in compliance with items 2.8.1 through 2.9.4.**

2.8.1 **No City of Lee's Summit** employee, City Council member or member of any **City of Lee's Summit** board or commission, nor family member (the spouse, parent, grandparent, stepmother, stepfather, child, grandchild, brother, sister, half brother, half sister, adopted children of parent, or spouse's parents) of any such person to the third degree of consanguinity or affinity to City Employee, City Council member or member of any City of Lee's Summit board or commission, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **The City of Lee's Summit**.

2.8.2 No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any employee, City Council member, or member of any **City of Lee's Summit** board or commission, nor to any family member of any such person.

2.9 **Debarment and Suspension Status:**

2.9.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.9.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

2.9.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.9.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.10 **Basis of Award:** Awards will be made to the lowest, responsive and responsible bidder(s) that we believe are in the best interest of the City per the established evaluation criteria stated in section 2.3 of this bid document. It is the intent of the City to place orders with the awarded bidder(s) who can provide the equipment at the time needed for the length of time required. The City reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced vendor at the time of need.

3.0 SPECIFICATIONS:

- 3.1 **Non-Biased Specifications:** This Invitation contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.
- 3.2 The specified items are identified in section 4.0 PRICING of this bid document.
- 3.3 Each rental will require a written receipt/ticket, but not a rental agreement. The executed contract between the City and the awarded vendor(s) will be the agreement.
- 3.4 **Delivery:** Deliveries shall be arranged with the requesting department's point of contact.
- 3.5 **Maintenance:** Lessor shall provide written instructions for the daily and weekly operating maintenance procedures which shall be performed by the City.
All scheduled Preventative Maintenance and Service Repair shall be performed by the Lessor, as required. Lessor shall provide the City with the maintenance schedule for the rented equipment. The City will notify the Lessor when equipment requires maintenance according to the schedule provided.
- 3.6 **Physical Damage:** Upon finding by the City that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, The City agrees to surrender the equipment at the expiration of the rental term, in the same condition when rented, excepting normal wear and tear.
- 3.7 **Rental Terms and Conditions:**
- 3.7.1 **Rental of Equipment:** Lessor hereby agrees to rent to the Lessee, and Lessee hereby agrees to rent from Lessor in strict accordance with the specifications and the terms and conditions contained herein.
- 3.7.2 **Maintenance and Repair:** The Lessor shall provide maintenance and repair service, as required, at its own expense during the term(s) of the individual equipment rentals.
- 3.7.3 **Equipment Rental Term:** The term of any individual equipment rental shall be as required for any short-term or long-term period and shall not exceed the original contract term or resultant renewal periods at the rates established for the itemized equipment as specified herein.
- 3.7.4 **Use and Inspection of Equipment:** Lessor hereby agrees to provide Lessee during the term of any individual rental with the use of the Equipment. Lessor shall have the right at all reasonable times during business hours to enter upon the property of Lessee where the Equipment is located for the purpose of inspecting the Equipment.
- 3.7.5 **Delivery & Inspection (when applicable):** Delivery will be by appointment only to allow City staff to do complete inspections of the units, at which time; photos may be taken to document the condition of the machinery. A representative of the Lessor shall be present to participate in the inspections. At the end of the rental period if the units are to be picked up, no units will be released to a freight hauling company, unless the Lessor's representative has properly inspected the units in the presence of the Lessee. All costs associated with delivery and pickup of rental units are the responsibility of the Lessor.
- 3.7.6 **Title:** Lessee shall have no title to the Equipment and the Equipment shall remain the property of the Lessor.

- 3.7.7 Taxes and Fees: Lessor shall pay all taxes, insurance, assessments, fees or penalties which may be levied or assessed on or in respect to the Equipment, its use, or any interest therein.
- 3.7.8 Insurance: Lessor shall maintain insurance sufficient to cover any loss of the Equipment, its repair or replacement.
- 3.7.9 Warranty & Safety: The City of Lee's Summit will accept bids on both used and new units. The units picked up or delivered must be completely covered by a manufacturer's or rental companys' warranty, which includes replacement/repair parts, labor and transportation costs for the entire length of the rental period. Parts and service availability MUST be within 24-48 hours of contact. The units must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto and be equipped with all required safety equipment based upon industry standards. The Lessor warrants that all equipment, articles and materials rented under this agreement will conform to each and every specification or other description which is contained in the rental, furnished to the Lessee, and that such equipment, articles and materials will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be waived by reason of the Lessee's acceptance or rental payment.
- 3.7.10 Downtime: If a unit is down, the Lessor must substitute a loan unit of mutually agreed upon type. The substitute unit must be provided within one (1) business day after notification. The City reserves the right to rent a replacement unit from another provider due to the time constraints of the project. The City will only be liable for those costs associated with the rental period in which the unit was actually functioning properly. All costs associated with the delivery and pickup of any replacement or rental unit to be repaired is the responsibility of the rental company.

4.0 PRICING: Each item/section below should be completed using the following: 1. Price, 2. NB for No Bid. Failure to comply may result in rejection of bid submittal. Note: Any delivery or pick up fees shall be included in the pricing submitted below.

SECTION ONE - ITEM DESCRIPTION				SECTION TWO - OFFEROR'S BID		
Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
1	Breaker, Hydraulic/Loader BR522 500#	1	Each	\$100-	\$300-	\$900-
2	5x12 Utility Trailer	1	Each	NB		
3	Trailer, Equip 16000 Max 18'	1	Each	NB		
4	Trailer, Equip 8000 Max	1	Each	NB		
5	Trailer, Equip 12000 Max	1	Each	NB		
6	Trailer, Dump 5 yard 14 x 16.5 Heavy Duty	1	Each	NB		
7	Trailer, Dump 5.3 Yard	1	Each	NB		
8	Truck, Dump 10'6 Yard	1	Each	NB		
9	Rammer Dirt Tamper (gas)	1	Each	NB		
10	18" Sod Cutter (gas)	1	Each	NB		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
11	10'4" Excavator <i>EC60</i>	1	Each	\$150-	\$700-	\$1950-
12	12'8" Excavator <i>FCR 88</i>	1	Each	\$250-	\$800-	\$2000-
13	7'3" Excavator <i>EC35</i>	1	Each	\$125	\$550-	\$1750-
14	Loader Brush Cutter Attachment	1	Each	NB		
15	Loader, Skid HVAC Cab <i>mc125</i>	1	Each	\$200-	\$650-	\$1850-
16	Mini Loader Ride on Track	1	Each	NB		
17	Mini Loader Vibratory Plow Attachment	1	Each	NB		
18	Plow, Vibratory Ride On	1	Each	NB		
19	Buggy, Georgia Tracked	1	Each	NB		
20	Chipper, Brush 12" Max	1	Each	NB		
21	10' 6 yard Dump Truck	1	Each	NB		
22	19' Skyjack Scissor Lift	1	Each	NB		
23	20' Skyjack Scissor Lift	1	Each	NB		
24	26' Skyjack Scissor Lift	1	Each	NB		
25	5'x8' Road Plate	1	Each	\$9-	\$27-	\$81-
26	5'x12' Road Plate	1	Each	\$14-	\$42-	\$126-
27	6'x12' Road Plate	1	Each	\$13-	\$39-	\$117-
28	8'x10' Road Plate	1	Each	\$14-	\$42-	\$126-
29	8'x12' Road Plate	1	Each	\$20-	\$60-	\$180-
30	8'x16' Road Plate	1	Each	\$25-	\$75-	\$225-
31	8'x20' Road Plate	1	Each	\$28-	\$84-	\$252-
32	Stump Grinder	1	Each	NB		
33	Aluminum Trench Box 4'x8'	1	Each	\$32-	\$96-	\$288-
34	Aluminum Trench Box 6'x6'	1	Each	\$36-	\$108-	\$324-
35	Aluminum Trench Box 8'x8'	1	Each	\$66-	\$198-	\$594-
36	Table Rectangle 8'	1	Each	NB		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
37	Plastic Folding Chairs	1	Each	NB		
38	Loader, Track HVAC Cab	1	Each	NB		
39	Loader, Track Bobcat T590 HVAC Cab	1	Each	\$ 200-	\$825-	\$2250-
40	Loader, Track Deere 323D HVAC Cab	1	Each	\$200-	\$825-	\$2250-
41	Trencher 4x30	1	Each	NB		
42	Lift, Bucket 36ft 2 Man Tow Electric	1	Each	NB		
43	Lift, Personnel 1 Man 30 ft	1	Each	NB		
44	Pressure Washer 3200 PSI Hot water	1	Each	NB		
45	Pressure Washer 3500 PSI	1	Each	NB		
46	Cutter, Sod Gas 24	1	Each	NB		
47	Ball, Mount w/ Equipment	1	Each	NB		
48	Hammer, Air 90 lb.	1	Each	NB		
49	Light, Tower 4000 Watt	1	Each	NB		
50	Pump, 2" Gas w/ 2 hoses	1	Each	NB		
51	Roller, Lawn Towable	1	Each	NB		
52	Roller, Lawn Push	1	Each	NB		
53	Rotary Tip for Pressure Washer	1	Each	NB		
54	Trailer, Agitating Concrete	1	Each	NB		
55	Trailer, Skid Loader	1	Each	NB		
56	Propane Refills 20lb	1	Each	NB		
57	Propane Refills 30lb	1	Each	NB		
58	Propane Refills 40lb	1	Each	NB		
59	Propane Refills 100lb	1	Each	NB		
60	Vermeer S450TX	1	Each	NB		
61	Adjustable Spreaders	1	Each	No Charge Included in Box Rental		
62	2' Extension Legs package for Aluminum	1	Each	No Charge Included in Box Rental		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price	
63	Fin Board 4' x 8'	1	Each	\$5-	\$15-	\$45-	
64	Lifting Device	1	Each	\$2-	\$6-	\$18-	
65	End Member 10'	1	Each	no charge included in Box Rental			
66	Modular Shield Panel 24" x 8'	1	Each	\$7-	\$21-	\$63-	
67	Modular Shield Panel 24" x 12'	1	Each	\$9-	\$27-	\$81-	
68	Release Tool 48"	1	Each	\$2-	\$6-	\$18-	
69	Shoring Pump Hand	1	Each	\$10-	\$30-	\$90-	
70	Removal Hook 48"	1	Each	\$2-	\$6-	\$18-	
71	Kit: 1.5 Shore 52-88" Cyl	1	Each	\$8-	\$24-	\$72-	
72	Kit: 1.5 Shore 52-88" Cyl 24" Ext	1	Each	\$9-	\$27-	\$81-	
73	Kit: 1.5 Shore 52-88" Cyl 56" Ext	1	Each	\$10-	\$30-	\$90-	
74	1.5' Rail CS	1	Each	Included in shore rental n/c			
75	1.5' Rail SS	1	Each	Included in shore rental n/c			
76	52" - 88" Cylinder Assembly	1	Each	Included in shore rental n/c			
77	Shield Aluminum 6' x 6'	1	Each	\$36-	\$108-	\$324-	
78	Scissor Lift 30-35' Electric 46-48"	1	Each				
79	Sweeper Ride on 8' Windrow Three Wheel	1	Each				
80	Blower Axial 12" Electric	1	Each	\$15-	\$45-	\$135-	
81	Blower 16" Ventilation	1	Each	NB			
82	Duct Hose 16" x 25'	1	Each	NB			
83	Mini Excavator 7400-9199#	1	Each	\$125-	\$550-	\$1850-	
84	Mini Excavator Bucket 18"	1	Each	\$50-	\$100-	\$400-	
85	Light Tower Towable Small	1	Each	NB			
86	Skid Steer Loader 2001-2599#	1	Each	\$150-	\$600-	\$1,750-	
	U-CARTS			2 HRS	3 HRS	DAILY	WEEKLY
87	U-Cart Trailer	1	Each	NB			

	CONCRETE FOR U-CARTS			5-SACK MIX	6-SACK MIX		
88	1/4 YARD CONCRETE	1	Each	NB			
89	1/3 YARD CONCRETE	1	Each	NB			
90	1/2 YARD CONCRETE	1	Each	NB			
91	2/3 YARD CONCRETE	1	Each	NB			
92	3/4 YARD CONCRETE	1	Each	NB			
93	1 YARD CONCRETE	1	Each	NB			

10% on Equipment
30% on Trench Safety

Percentage off Catalog/List Pricing for Items not Identified Above:	10-30%
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:	0%
Delivery Time (after receipt of Purchase Order) when applicable:	0-30 days

4.1 Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.16? Yes No

4.2 If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.16? Yes No

4.3 All pricing shall remain firm and fixed for the duration of the contractual term.

4.4 All delivery/pickup cost shall be included in prices stated above. *Please see attached letter*

4.5 Any City of Lee's Summit Department/Agency may rent any other items not listed above. The rental rate will be based on the percentage off of the list price in the Vendor's catalog/list at time of rental. A Pricing Catalog/List that identifies all items available and the rental rates must be provided prior to the issuance of a contract. Said pricing shall remain in effect for the term of the contract. Upon contract renewal, a new Pricing Catalog/List will be required.

4.6 Contact Information:

Hours of Operation: 7-5 M-F

Contact Person: Robert Troumbley

Phone Number: 816-616-0828

Email address: rtroumbley@vankeppel.com

Can Items be rented 24 hours a day, 7 days a week? Y N

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

YES X NO _____ INITIALS BT

6.0 SAMPLE CONTRACT

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for _____ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and _____, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the ___ day of _____, 20XX, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 20XX, Bid No. 20XX-____, Contract period from _____, to _____. The City may, at its option, renew the Contract for two (2) additional one-year contract periods by giving written notice to the supplier or This is the final renewal period option for this contract. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # ____ - ____; section ____; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may

purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	Dated:	Pages	through
Specifications:	Dated:	Pages	through
General Conditions:		Pages	through
Special Attachments:			

Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

READ AND APPROVED:

J. Thomas Lovell, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney

The G.W. Van Keppel Company
Company Name

Robert Troumbley
Company Authorized Signature

Territory Manager 30 Jan 2017
Title Date

Type or Print the Name of Authorized Person

Robert Troumbley

7.0 GENERAL TERMS AND CONDITIONS**GENERAL TERMS AND CONDITIONS****GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and 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.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
 - (2) Date of bonds shall be the same as the date of City's execution of the contract.
 - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) 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 Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) 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.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. **DEFINITIONS.**
 - A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
 - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and 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 forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax 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.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuation of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State 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 an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation.** State of Missouri. If required by the "Invitation to Bid"

- B **Wage Rate Determination** – Federal. If required by the "Invitation to Bid"
The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
(2) To any acts of the City.
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
A **Lump Sum Payments:** After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
B **Engineer's Pay Estimates:**
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **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.

8.0 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor 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 Contractor 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 excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.
- OR
- Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$1,000,000

Policy must include the following conditions:
Bodily Injury and Property Damage
Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto
OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident	\$500,000
Combined Single Limits	\$500,000
Bodily Injury	\$500,000
Property Damage:	\$500,000

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

9.0 LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid.

How many years has your firm been in business?	Years: <u>91 years</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Water One</u>	
Address: <u>10747 Benner Rd.</u> <u>Lenexa, Kansas</u> <u>66219</u>	
Contact Person: <u>Kevin Hershberg</u>	
Title: <u>Supervisor</u> Telephone No: <u>913-515-1741</u>	
Email Address: _____	
<u>Description of Work/Services Performed:</u>	
<u>We have had the contract for 2 years.</u> <u>We supplied them with street plate and</u> <u>shoring rental needs</u>	
Contract Amount: \$ _____ Completion Date: <u>2015-2016</u>	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Central Plumbing</u>	
Address: <u>201 E Walnut</u> <u>Cleveland, mo</u> <u>64734</u>	
Contact Person: <u>Carl Derr</u>	
Title: <u>Project Manager</u> Telephone No: <u>816-365-1525</u>	
Email Address <u>carld@central-plumbing.com</u>	
<u>Description of Services Performed:</u>	
<u>We supply them with all trench safety and</u> <u>plate rental needs</u>	
Contract Amount: \$ _____ Completion Date: <u>2014 TO Present</u>	



THE G.W. VAN KEPPEL COMPANY

1801 North 9th Street Kansas City, Ks 66101 (913) 281-4800

P.O. Box 2923 Kansas city. Ks 66110 Fax (913) 281-4815

Looking at line 2.6 and line 4.4 in regards to freight it is asking for freight to be included in the cost of the rental.

On rental equipment in our industry freight is separated from the day, week and monthly rental price.

Here are a few examples why.

If the delivery cost was included in the rental cost on the contract what would happen if one of the cities employs picked up the equipment and no delivery was made?

Because quantities vary from job to job delivery rate could be different. For example 1 8x12 street plate would be \$75 because it would need to be delivered with our boom truck. If 4 plates of the same size were ordered the cost would still be \$75 because we charge by the load not per piece.

If I were to include delivery into the rental rate I would need to price that for a delivery of each plate. So a rate that should be \$75 would become \$300.

Listed below are the rates that would be charged separately and in addition to the rental cost.

Trench Safety Delivery \$75 (Street plates, Shoring and Trench boxes)

Trench Safety Pick up \$75 (Street plates, Shoring and Trench boxes)

Equipment Delivery \$225 (Skid Steers and Mini Excavators under 20,000#'s)

Equipment Pick up \$225 (Skid Steers and Mini Excavators under 20,000#'s)

If you have any questions please let me know,

Robert Troumbley

816-616-0828

rtroumbley@vankeppel.com



The G.W. Van Keppel Company Construction Equipment Rental Rates

Bill Dooley bdooley@vankeppel.com
816-527-5840

Drills Model	4-Week
R30C	14,500

Cranes Model	Week	4-Week
Sany SRC 865 XL	3,800	9,500
Sany SRC 840	6,950	6,950

Water Trucks Model	Week	4-Week
Leadwell 4800 Gallon	1,600	4,800
Tere 6000 Gallon	3,000	8,500

Rubber Tire Pneumatic Drum	Week	4-Week
PT-124/BW11RH 68"	1,200	3,600
BW27 80.5"	2,200	6,400

Asphalt Rollers Double Drum, Smooth, Vibratory Drum	Week	4-Week
DD24/BW120 47"	700	1,900
DD36/BW138 54"	1,000	2,900
DD110B/BW161 66"	1,700	5,000
DD120/BW190 78"	2,100	6,095
D140B/BW284 84"	2,300	6,500

Single Drum Smooth or Pad Vibratory Drum	Week	4-Week
SD45X/BW124 54"	1,095	2,995
SD75/BW177 66"	1,500	4,295
SD115/BW213 84"	1,800	5,295
SD115/BW213 84"	1,900	5,695

MILL HEAD ATTACHMENTS	Week	4-Week
24" Universal	800	2,250

Bomag Milling Machines	Week	4-Week
BM600 24"	4,500	11,500
BM1200/1300 48"/54"	6,500	18,000
BM2000 79"	10,000	27,000

Astec Screens PEP Model	Week	4-Week
Fold & Go 2612D	3,500	10,500
Fold & Go 2612V	3,500	10,500
Direct Feed 2516T	5,000	15,000
Track Screen 2516KT	4,000	12,000
PSP 2618VM	4,350	13,000
PTSC 2618VM	2,500	7,500
ProSizer 2612V	8,500	25,000

Track Crushers & Screens Whole Machines	Week	4-Week
FT4240/FT4250	30,000	14,000
FT6203	14,000	12,000
FT5162	12,000	12,000

Mobile Screens Model	Week	4-Week
FT271K	2,500	7,500
FT291K	3,200	9,500
KDS710	2,850	8,500
KPI 6203	3,000	9,000

Conveyors Model	Week	4-Week
Superior 30x60	600	1,800
Superior 30x80	750	2,200
Superior 36x150 Radial	1,195	3,500
Superior 36x150 Teletacker	2,850	8,500

Recycling Equip/Chip Spreader/Oil Dist Model	No Daily Rentals	Week	4-Week
MPH362-364	4,750	13,500	14,000
MPH362-364 CAB/AC	5,000	14,000	15,000
Chip Spreader 12/24	3 Month Min	12,500	16,500
Oil Dist 2000 Gallon	3 Month Min	16,500	17,000
Oil Dist 3500 Gallon		16,500	17,000
Road Widener SPD 10'		4,500	12,000

Excavators Model	Weight (lb)	Depth	Week	4-Week
EC335/36	7898	10'5"7/8"	600	1,800
EC60E	12125	12'6"	900	2,700
ECR88D	18700	13'8"	950	2,850
ECR145E	33340	18'2"	1,275	3,825
EC180E	42108	19'10"	1,335	4,000
EC220E/ECR235E	45000	22'11"	1,700	5,100
EC250	56879	22'11"	1,925	5,775
EC300/305	65918	24'	2,400	7,200
EC350	76560	24'2"	2,825	8,475
EC460/480	102735	25'3"	3,500	10,500

*Rate includes one (1) bucket, for each additional bucket add 5% of rental rate.
*Customer is responsible for broken oil seal on hammer.

Skid Steer Loaders Model	Tip Capacity	Weight	Week	4-Week
MC110C	4804lb	7480lb	665	1,890
MC115C	5448lb	7971lb	675	1,950
MC135C	6024lb	8430lb	695	2,095
MCT125	7991lb	10205lb	765	2,295
MCT135	8628lb	10663lb	840	2,520

Motor Graders Model	Oper Weight	Eng HP	Week	4-Week
G980	34,830	155-195	2,000	6,000
G940	36,150	175-215	2,200	6,500
G946	38,140	195-235	2,400	7,000

Wheel Loaders Model	Cubic Yard	Eng HP	Week	4-Week
L20F	.85	56	885	2,650
L45H	1.8	98	935	2,800
L50H	2.1	114	1,125	3,350
L60H	2.5	165	1,200	3,600
L70H	3	170	1,350	4,050
L90H	3.5	184	1,600	4,800
L110H	4.3	258	1,750	5,250
L120H	4.8	276	1,925	5,775
L150H	6.8	295	2,675	8,000
L180H	7.6	329	3,000	9,000
L220H	8.2	366	4,200	12,600

Hammers Model	Impact Class	Week	4-Week
BR522	500 lb	300	900
BR777	750 lb	750	2,250
BR989	1,200 lb	1,250	3,750
BR1322	1,800 lb	1,290	3,850
BR1655	2,500 lb	1,350	4,000
BR2166	3,500 lb	1,650	4,950
BR2577	5,000 lb	1,935	5,800
BR3288	8,000 lb	2,765	7,995
BR4099	11,000 lb	3,000	9,000

Demolition Tools Model	Weight	Week	4-Week
Allied AMS 50	5,500	5,500	15,500
Allied AMS 100	7,500	7,500	19,500

Brooms Model	Weight	Week	4-Week
RJ350/KR350	825	825	2,295
MK-1 Transfer Broom	2,500	2,500	7,500

Air Curtain Brush Burners Model	Weight	Week	4-Week
Skid Mounted	1,100	1,100	3,000

Haul Trucks - Articulated Model	Capacity	Week	4-Week
A30G/TA30	30 Ton	3,900	11,700
A40G/TA40	40 Ton	5,000	15,000

Extra Buckets Model	Weight	Week	4-Week
up to a EX250E	125	125	375
EC300/ECR305	165	165	500
EC350	185	185	550
EC480	200	200	600

Customer Responsibilities:

- Proof of Insurance Coverage
- Daily and Scheduled maintenance interval service
- Wearable supplies such as tires, cutting edges and teeth
- Return equipment full of fuel and clean
- Rates based on 40 hour/week, 176 hour/4 week month, Freight not included
- Additional charges may apply i.e. OT Hours, damages, etc
- Double shift 1.5 x rate and Triple shift 2 x rate

Visit our website at www.vankeppel.com



THE G. W. VAN KEPPEL COMPANY

1801 North 9th Street, Kansas City, KS 66101 (913) 281-4800
P.O. Box 2923, Kansas City, KS 66110 Fax (913) 281-4815

For rolling stock equipment rental.

Provided is a rental rate sheet showing our complete line of rental equipment. For any equipment needed that was not listed in the original bid please deduct 10% from listed pricing.

This does not apply to the Trench Safety rental rates. The discounted rates listed for these items have already been calculated and reflected on the Trench Safety rental rate sheet.

For any questions please feel free to contact me.

Robert Troumbley
Territory Manager
The G.W. Van Keppel Company.
Cell 816-616-0828
rtroumbley@vankeppel.com

5427 West Bethany Road, N. Little Rock, AR 72117 – (501) 945-4594 – (501) 945-0959 Fax
2218 Industrial Park Road, Van Buren, AR 72956 – (479) 474-5281 – (479) 474-6048 Fax
4250 E. Commerce Drive, Garden City, KS 67846 – (620) 272-0535 – (620) 272-0543 Fax
1449 Genessee, Kansas City, MO 64102 – (816) 921-4040 – (816) 921-4038 Fax
3914 W. Irving, Wichita, KS 67213 – (316) 945-6556 – (316) 945-6592 Fax
6455 W. Independence Ave., Springfield, MO 65802 – (417) 865-3550 – (417) 865-1044 Fax
11475 Page Service Dr., St. Louis, MO 63146 – (314) 872-8440 – (314) 993-6402 Fax
8233 West Reno, Oklahoma City, OK 73127 – (405) 495-0606 – (405) 495-9393 Fax
1876 North 105th E. Ave., Tulsa, OK 74116 – (918) 836-8851 – (918) 834-1659 Fax
3501 SE 21st St., Topeka, KS 66604 – (785) 357-2652 – (785) 357-5017 Fax

VAN KEPPEL UNDERGROUND PRICE LIST

City of Lee's Summit, Missouri

TRENCH BOXES - STEEL

	Day	Week	Month
4' X 16'	\$54.00	\$162.00	\$486.00
4' X 20'	\$60.00	\$180.00	\$540.00
4' X 24'	\$69.00	\$207.00	\$621.00
6' X 20'	\$72.00	\$216.00	\$648.00
6' X 24'	\$78.00	\$234.00	\$702.00
8' X 8'	\$54.00	\$162.00	\$486.00
8' X 10'	\$63.00	\$189.00	\$567.00
8' X 12'	\$72.00	\$216.00	\$648.00
8' X 16'	\$78.00	\$234.00	\$702.00
8' X 20'	\$84.00	\$252.00	\$756.00
8' X 22'	\$87.00	\$261.00	\$783.00
8' X 24'	\$94.80	\$284.40	\$853.20
10' X 16'	\$126.00	\$378.00	\$1,134.00
10' X 20'	\$147.00	\$441.00	\$1,323.00
12' X 24'	\$156.00	\$468.00	\$1,404.00
SLING	\$6.00	\$18.00	\$54.00

MANHOLE SHIELDS

	Day	Week	Month
8' X 8'	\$72.00	\$216.00	\$648.00
8' X 10'	\$100.80	\$302.40	\$907.20
8' X 12'	\$106.20	\$318.60	\$955.80

MH BRACES

	Day	Week	Month
HYDR.	\$54.00	\$162.00	\$486.00
MANIFOLD	\$12.00	\$36.00	\$108.00

ALUMINUM BOXES

	Day	Week	Month
6' X 8'	\$54.00	\$162.00	\$486.00
8' X 6'	\$54.00	\$162.00	\$486.00
8' X 8'	\$66.00	\$198.00	\$594.00
8' X 10'	\$78.00	\$234.00	\$702.00
8' X 12'	\$90.00	\$270.00	\$810.00
8' X 14'	\$102.00	\$306.00	\$918.00
8' X 16'	\$114.00	\$342.00	\$1,026.00

BAS PANELS

	Day	Week	Month
2' X 3'	\$4.20	\$12.60	\$37.80
2' X 4'	\$4.20	\$12.60	\$37.80
2' X 6'	\$6.00	\$18.00	\$54.00
2' X 8'	\$6.60	\$19.80	\$59.40
2' X 10'	\$6.60	\$19.80	\$59.40

STREET PLATE

	Day	Week	Month
4' X 8'	\$9.00	\$27.00	\$81.00
5' X 8'	\$9.00	\$27.00	\$81.00
6' X 10'	\$12.60	\$37.80	\$113.40
5' X 12'	\$13.80	\$41.40	\$124.20
8' X 8'	\$12.00	\$36.00	\$108.00
8' X 10'	\$13.80	\$41.40	\$124.20
8' X 12'	\$20.40	\$61.20	\$183.60
8' X 16'	\$25.20	\$75.60	\$226.80
8' X 20'	\$27.60	\$82.80	\$248.40
TOOL	\$3.00	\$9.00	\$27.00

ROCK BOXES

	Day	Week	Month
7.5 yd.	\$72.00	\$216.00	\$648.00
9 yd.	\$84.00	\$252.00	\$756.00
12 yd.	\$102.00	\$306.00	\$918.00

SHORING

	Day	Week	Month
17"-27"	\$3.00	\$9.00	\$27.00
22"-36"	\$3.00	\$9.00	\$27.00
28"-46"	\$3.60	\$10.80	\$32.40
34"-55"	\$3.60	\$10.80	\$32.40
42"-69"	\$3.60	\$10.80	\$32.40
52"-88"	\$3.60	\$10.80	\$32.40
76"-112"	\$4.80	\$14.40	\$43.20
94"-130"	\$5.40	\$16.20	\$48.60
108"-144"	\$6.00	\$18.00	\$54.00
PUMP	\$7.80	\$23.40	\$70.20
TOOL	\$1.80	\$5.40	\$16.20
HOOK	\$1.80	\$5.40	\$16.20
BOARDS	\$4.80	\$14.40	\$43.20

PIPE PLUGS**SINGLE**

	Day	Week	Month
4"	\$4.20	\$12.60	\$37.80
6"	\$4.20	\$12.60	\$37.80
8"	\$4.20	\$12.60	\$37.80
10"	\$7.20	\$21.60	\$64.80
12"	\$7.80	\$23.40	\$70.20
15"	\$9.00	\$27.00	\$81.00
16"	\$9.00	\$27.00	\$81.00
18"	\$9.60	\$28.80	\$86.40
21"	\$18.60	\$55.80	\$167.40
24"	\$18.60	\$55.80	\$167.40

MULTI SIZE

	Day	Week	Month
6"-10"	\$7.20	\$21.60	\$64.80
8"-12"	\$12.00	\$36.00	\$108.00
8"-16"	\$25.20	\$75.60	\$226.80
12"-21"	\$35.40	\$106.20	\$318.60
12"-24"	\$35.40	\$106.20	\$318.60
15"-30"	\$35.40	\$106.20	\$318.60
24"-48"	\$63.00	\$189.00	\$567.00
30"-60"	\$180.00	\$540.00	\$1,620.00
40"-60"	\$180.00	\$540.00	\$1,620.00
42"-78"	\$213.00	\$639.00	\$1,917.00
54"-96"	\$240.00	\$720.00	\$2,160.00

PIPE TESTING EQUIPMENT

	Day	Week	Month
SMOKER	\$30.00	\$90.00	\$270.00
ELECTRIC BLOWER	\$15.00	\$45.00	\$135.00
GAS BLOWER	\$17.40	\$52.20	\$156.60
COMPRESSOR	\$45.00	\$135.00	\$405.00
HYDROSTATIC PUMP	\$45.00	\$135.00	\$405.00
TEST PANEL	\$24.00	\$72.00	\$216.00
TRIPLE HOSE	\$1.20	\$3.60	\$10.80
INFLATION HOSE	\$1.80	\$5.40	\$16.20
PANEL HOSE	\$1.80	\$5.40	\$16.20
GAUGE	\$6.00	\$18.00	\$54.00
VACUUM PUMP - GAS	\$27.00	\$81.00	\$243.00
VACUUM GENERATOR	\$9.00	\$27.00	\$81.00
BLADDER STYLE	\$30.00	\$90.00	\$270.00
PLATE STYLE	\$30.00	\$90.00	\$270.00
8" - 16" MANDREL	\$30.00	\$90.00	\$270.00
16" & UP MANDREL	\$45.00	\$135.00	\$405.00
PROOVING RING	\$0.60	\$1.80	\$5.40
CHUTES	\$4.80	\$14.40	\$43.20
ROPE REELS	\$6.00	\$18.00	\$54.00
LINE STRINGER	\$45.00	\$135.00	\$405.00

CONFINED SPACE EQUIPMENT

	Day	Week	Month
GAS DETECTOR	\$40.80	\$122.40	\$367.20
TRIPOD / WINCH	\$40.80	\$122.40	\$367.20

PIPE TONGS AND HOOKS

	Day	Week	Month
TONGS	\$48.00	\$144.00	\$432.00
HOOKS	\$48.00	\$144.00	\$432.00

SURVEYING EQUIPMENT

	Day	Week	Month
TRANSIT	\$18.00	\$54.00	\$162.00
AUTO LEVEL	\$18.00	\$54.00	\$162.00
GRADE ROD	\$1.80	\$5.40	\$16.20
PIPE LASER	\$60.00	\$180.00	\$540.00
ROTATING LASER	\$30.00	\$90.00	\$270.00