

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2019, is herein called Yearly Contract for \_\_\_\_\_ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Greenwood Energy Solutions LLC dba Smart Power Services, (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 24th day of January, 2019, 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 31st day of May 2019, Bid No. 2019-040, Contract period from May 31<sup>st</sup>, 2019 to May 30<sup>th</sup>, 2020. 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 # 2019-040; Section 2.1.2; 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.
7. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

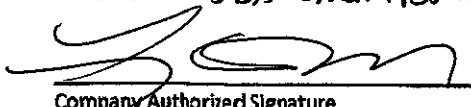
Bid Number: 2019-040	Dated: 01/24/2019	Pages 1	through	43
Specifications: 2019-040	Dated: 01/24/2019	Pages 8	through	10
General Conditions:		Pages 22	through	28
Special Attachments: Prevailing Wage 25.1				

\_\_\_\_\_  
Stephen A. Arbo, City Manager Date

ATTESTED:  
\_\_\_\_\_  
Office of the City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Greenwood Energy Solutions, LLC  
Company Name DBA SmartPower Service  
  
\_\_\_\_\_  
Company Authorized Signature  
Managing Member 3-25-19  
Title Date  
Larry Morris  
\_\_\_\_\_  
Type or Print the Name of Authorized Person

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7. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Bid Number: 2019-040	Dated: 01/24/2019	Pages 1	through	43
Specifications: 2019-040	Dated: 01/24/2019	Pages 8	through	10
General Conditions:		Pages 22	through	28
Special Attachments: Prevailing Wage 25.1				

\_\_\_\_\_  
Stephen A. Arbo, City Manager                      Date

ATTESTED:

\_\_\_\_\_  
Office of the City Clerk

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title    Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Type or Print the Name of Authorized Person

\_\_\_\_\_  
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  
816-969-1085 Phone 816-969-1081 Fax  
[tarah.daugherty@cityofls.net](mailto:tarah.daugherty@cityofls.net)

**INVITATION FOR BID NUMBER 2019-040**

The City of Lee's Summit will accept electronic submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

**SERVICE AND MAINTENANCE OF GENERATORS  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF 2:00 PM LOCAL TIME ON THURSDAY, JANUARY 24<sup>TH</sup>, 2019**

The cutoff date for any questions for this bid is Thursday, January 17<sup>th</sup>, 2019 at Noon, Local Time.

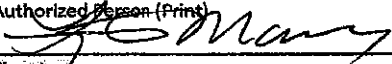
It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

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

The undersigned certifies that he/she has the authority to bind this company in an agreement 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.**

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Greenwood Energy Solutions, LLC dba/ Smart Power Services	Larry Morris
Company Name	Authorized Person (Print)
1151 SE Century Dr	
Address	Signature
Lee's Summit, Mo 6408	Managing Member
City/State/Zip	Title
1816-366-0385 816-393-0330	January 14, 2019 27-1476978
Telephone # Fax #	Date Tax ID #
Larry@smartpowerkc.com	S-Corp
E-mail	Entity Type

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**INVITATION FOR BID****BID #2019-040**

The City of Lee's Summit will accept separate sealed bids from qualified persons or firms for Service & Maintenance of Generators. Bids must be received electronically into Public Purchase by 2:00 P.M. local time, on Thursday, January 24<sup>th</sup>, 2019. Bids will be read aloud publicly at City Hall, 220 SE Green Street, Lee's Summit, MO 64063. Bidders are invited but not required to attend the formal opening of bids.

Bidding documents and any addendums are available by accessing the City's e-procurement 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.**

It is the responsibility of interested firms to check the appropriate website for prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor. **NOTE:** Pursuant to RSMo. §290.340.5(2), effective August 28, 2018, prevailing wage shall only apply to this Agreement to the extent that the engineer's estimate or the bid accepted by the City of Lee's Summit for the total project cost is in the amount of \$75,000.00 or more. Change Orders which increase the project amount over \$75,000.00 shall be subject to the provisions of §290.340.7.

Prevailing Wage Order No. 25.1 Increment No. 1 shall apply to any Prevailing Wage work performed in this Contract.

For any agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

*Tarah Daugherty*, Procurement Officer II

**SCOPE:** The City of Lee's Summit is soliciting bids for qualified firms or persons to provide yearly inspections and semi-annual preventative maintenance inspections on generators, on generators that are or will be located at various locations throughout the City. A contract, if awarded, will also include provisions for repair and maintenance and new work and installation, as needed, as a yearly contract.

**NOTE:** The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City. Projects that exceed the \$10,000.00 informal bid threshold, and the City deems not necessary to bid, may require a written Work Order Cost Estimate (refer to Section 2.7.5 of this bid document) and the appropriate supervisor or designee approval prior to commencing work.

## **1.0 INSTRUCTIONS TO BIDDERS:**

- 1.1 Direct all questions regarding this bid to the Procurement Officer listed on page 1. 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.
- 1.2 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.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written 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 Thursday, January 17<sup>th</sup>, 2019 at Noon Local Time.**
- 1.4 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.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 Bidder shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. 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.
- 1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.9 The City reserves the right to award this contract in its entirety or to split the contract among 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.
- 1.10 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.
- 1.11 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on Pages 22-28 of this bid document. Any bid conditioned on conflicting Terms & Conditions may be rejected.

## **2.0 SPECIFIC REQUIREMENTS OF BID:**

### **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 **Licenses and Permits:** 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 Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. 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 **Insurance:** Successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.
- 2.4 **Performance and Payment Bonds:** The City reserves the right to obtain performance and payment bonds as security for the faithful performance and payment of all of the bidder's obligations during this contract, in the event a work estimate exceeds \$25,000.00. The bonds shall be in an amount of 100% of the work estimate, on the forms provided herein, and with such sureties as are licensed to conduct business in the State of Missouri. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished within ten (10) calendar days after notice of award is issued by Procurement and Contract Services Division.
- 2.5 **Prevailing Wages:** Pursuant to RSMo. §290.340.5(2), effective August 28, 2018, prevailing wage shall only apply to this Agreement to the extent that the engineer's estimate or the bid accepted by the City of Lee's Summit for the total project cost is in the amount of \$75,000.00 or more. Change Orders which increase the project amount over \$75,000.00 shall be subject to the provisions of §290.340.7.
- 2.5.1 **Retainage:** For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.
- 2.5.2 **Value of Remaining Work:** If the City or its duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).
- 2.5.3 **Invoice-Payment Requirements:** Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.
- 2.6 **Response Time Criteria:**
- 2.6.1 Under this contract, if awarded, it is required that the awarded Contractor be available for service seven (7) days a week, twenty-four (24) hours a day.

- 2.6.2 Some work under this contract is of an emergency nature. The awarded Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City for needed repairs. The method of notification and the assignment of a technician to the call shall be the awarded Contractor's responsibility.
- 2.6.3 It shall be the City's responsibility, upon placing a call for service, to designate an emergency or non-emergency situation.
- 2.6.4 The awarded Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have a qualified technician on the job site within four (4) hours of the original notification. **NOTE:** It is a requirement of this bid submittal that bidder have a physical location and skilled personnel within sixty (60) miles of zip code 64063.
- 2.6.5 In the event repairs cannot be completed with the initial response, every effort by the awarded Contractor shall be made to provide limited repair to allow for effective functioning of the system until complete restoration can be made. **NOTE:** The City prefers to have an option to obtain a temporary portable generator for critical systems until repairs can be successfully made. Although not a requirement, this is the City's preference.
- 2.6.6 Failure to meet the above requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, the awarded Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
- 2.6.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract.
- 2.7 Post award information:
- 2.7.1 Bidder shall not perform more than five hundred dollars (\$500.00) of non-emergency work, including materials, for a given job without a written estimate and obtaining written approval from the designated department representative. The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City.
- 2.7.2 Bidder will be contacted for services as required for ALL work by the designated department representative. The awarded Contractor shall not perform work for any department without prior approval by the designated department representative. All testing following service and repair shall be performed with units on line to ensure proper functioning of the unit is at 100%.
- 2.7.3 Hourly charges, if applicable, are to begin when service technician arrives at job site or reports to the Department Head or his designee, whichever is requested by the City. Bidder shall NOT commence any work until he has notified the proper City personnel of his arrival. The awarded Contractor will not be allowed travel time, trip charges, mileage etc. Please build into your quoted hourly rate the amount you feel necessary to cover travel time, trip charges, mileage etc. The City shall not be responsible for payment to the awarded Contractor for any briefings or meetings held between the City and the bidder, as these meetings are to the mutual benefit of both parties.
- 2.7.4 The City reserves the right to determine if equipment should be serviced, maintained or repaired as an emergency in unusual and unpredictable situations.
- 2.7.5 Prior to commencing any work, the awarded Contractor may be required to provide a WORK ORDER COST ESTIMATE in accordance to the current Contract pricing. The Work Order Cost Estimate shall be itemized, identifying the estimated number of hours, manpower to complete the work, the contracted hourly rate utilized as identified in the current Contract and a line for material/equipment cost. If for some reason extra hours are needed, the hours shall be approved in advance by the Department Supervisor or designee and the awarded Contractor may be required to provide the Department a revised Work Order Cost Estimate. All Work Order Cost Estimates requested shall be reviewed and approved by the designated department representative before any work commences. An estimate may be required on work considered New OR Repair at the City's discretion. If Prevailing Wage is applicable to any New Work/Installation, the requested quotation shall identify the Prevailing Wage Increment and Order No. that is identified in the current Contract. The estimate must be in writing.
- 2.7.6 All work shall be performed and all complaints handled with due regard to the City public relations. Bidder shall utilize competent employees in performing the work. At the request of the City, the awarded Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the awarded Contractor shall each be promptly notified by the other of any complaints received.
- 2.7.7 The awarded Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the awarded Contractor's equipment or clothing either lost, damaged, destroyed or stolen.
- 2.7.8 Proper safety precautions shall be used at all times and shall remain the awarded Contractor's responsibility. The awarded Contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.



- 2.7.9 **Supplies and materials:** The City reserves the right to determine the urgency and necessity of emergency shipping and the City shall be responsible for any such charges (i.e. overnight express). Upon notification by the City, the awarded Contractor shall make all necessary arrangements and include the emergency shipping costs with invoice. Any emergency shipping costs shown on an invoice shall also designate City personnel authorizing the shipping.
- 2.7.10 The awarded Contractor will be contacted for services as required by the applicable City Department Supervisor or their designee. The awarded Contractor shall not perform work for any department without prior approval by the City Department Supervisor or designee.
- 2.7.11 The awarded Contractor shall coordinate the time and date of the service call with the applicable City Department Supervisor or their designee and it will be the Department Supervisor's responsibility to monitor the Contractor's time on site.
- 2.8 **Invoices and payment:**
- 2.8.1 The City reserves the right to request copies of supplier's invoices for parts.
- 2.8.2 The awarded Contractor shall submit, on a timely basis, an itemized detailed statement of services rendered, including the following information:
- 2.8.2.1 Name of City personnel authorizing the work,
- 2.8.2.2 Name of the employees who performed the work,
- 2.8.2.3 The hours and rates spent on each job for each given day,
- 2.8.2.4 A list of all materials used for each job and the location,
- 2.8.2.5 When parts were used for the job, the percentage of cost must also be shown on invoice,
- 2.8.2.6 The purchase order number shall be designated on all invoices.
- 2.8.2.7 If applicable, Certified payroll for any new work performed over \$75,000
- 2.8.3 Bidder shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work and/or purchases by the City. Requests for payment shall be submitted by job.
- 2.8.4 For prompt payment, all invoices and copies of work orders shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net).  
No Pre-billing shall be allowed unless prior written approval is obtained. The City's payment terms are Net 30 days.
- 2.8.5 The City reserves the right to audit the successful bidder's financial records.
- 2.9 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:
- 2.9.1 To be provided with Bid submittal:
- Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
  - Executed Addendum(s) (if applicable)
- 2.9.2 To be provided prior to the issuance of a contract:
- Business License
  - List of References and Experience on form provided
  - List of subcontractors on form provided
  - Certificate of Insurance in accordance to all Insurance Requirements identified in this Solicitation and naming the City of Lee's Summit as additional insured under General Liability.
  - Work Authorization Affidavit
  - E-Verify Signature Page
  - W-9 (new vendor only).
  - Vendor Information Form (new vendor only)
- 2.9.3 To be provided with Applications for Payment, when applicable:
- Pay Application
  - Certified Payroll Form
  - Certified Payroll Report
  - MoDOLIR-Compliance with Prevailing Wage Law Affidavit
  - Contractor's Certification and Affidavit
- 2.10 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.10.1 through 2.11.4.
- 2.10.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of

interest.

- 2.10.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.11 Debarment and Suspension Status:

- 2.11.1 **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.
- 2.11.2 **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.
- 2.11.3 **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.
- 2.11.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.12 Evaluation Criteria: Award consideration will be based on:

- 2.12.1 Price: Lowest and best price for service, as specified, will be considered in evaluating this bid.
- 2.12.2 References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references. To be considered for award, bidder shall have been in business for a minimum of five (5) years. See enclosed List of References and Experience Form.
- 2.12.3 Location: The City requires that service be performed by a company from the Kansas City metropolitan area to ensure prompt service of equipment. **NOTE:** It is a requirement of this bid submittal that bidder have a physical location and skilled personnel within sixty (60) miles of zip code 64063.
- 2.13 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>
- 2.14 Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).
- 2.15 Specific Location of Awarded Contractor: The City requires that service be performed by a company from the Kansas City metropolitan area to ensure prompt service of equipment. The awarded Vendor shall have a physical location and skilled personnel available within a sixty (60) mile radius of zip code 64063.
- 2.16 New Work/Installation: This shall **INCLUDE** Off Loading, Electrical Hook Up by a licensed Electrician, and Start Up of any new generator. If any portion of this New Work/Installation will be subcontracted by your company, the List of Sub-Contractors on Bid Page 18 should be completed in full.

**3.0 SPECIFICATIONS**

**NOTE:** For a complete list of equipment by location, please see Section 4.0 Pricing.

There will not be site tours. Listed below are the contacts in each Department to schedule a date and time to see the generators if bidder so chooses:

- Section 1 – Water Operations contact Mike Riley at 816-969-1963
- Section 2 - City Hall & City Hall Parking Garage contact Ron Johnson at 816-969-1860
- Section 3 – Fire Dept. contact Brian Austerman at 816-969-1302

**3.1 Preventative Maintenance Inspections for ALL Generators shall include:****3.1.1 INSPECTION FREQUENCY**

- A. Section 1--Water Operations. Inspections should be ANNUAL.
- B. Section 2--City Hall & City Hall Parking Garage. Inspections should be SEMI-ANNUAL.
- C. Section 3--Fire Department. Inspections should be SEMI-ANNUAL.

**3.1.2 ENGINE****3.1.2.1 Lubrication System**

- A. Perform complete oil change annually (this includes installing new oil filter and disposal of old oil filter)
- B. Inspect for evidence of dilution or contamination
- C. Inspect for leaks
- D. Check all engine controls for proper adjustments
- E. Complete inspection of all part on unit and send the Project Manager listed in Section 3.0 any recommendations/estimates needed for any repairs.
- F. Draw oil and coolant sample for analysis annually. (The oil and coolant analysis report shall be sent to the Project Manager listed in Section 3.0)
- G. Startup and online testing of Unit.

**3.1.2.2 Fuel System**

- A. Check fuel supply for quantity, contamination, quality. Visual inspection is sufficient
- B. Inspect fuel supply manifolds for leaks, condition and security
- C. Change engine fuel filters annually
- D. Check operation of transfer pumps and day tanks
- E. Inspect engine fuel lines, pump, and filters for leaks, condition and security
- F. Inspect and lubricate governor actuator to rack and ball joints
- G. Drain condensation (if possible)

**3.1.2.3 Air System**

- A. Inspect louvers and duct work for condition and proper operation
- B. Inspect air filters for condition and security; tighten clamps and brackets as needed. Air filters shall be replaced once per year
- C. Inspect turbo outlet hoses and pipes for condition and security; tighten clamps and brackets as needed
- D. Inspect and lubricate blower by-pass actuators
- E. Inspect and lubricate air box damper operating mechanism
- F. Service crankcase breathers and air box drains as required

**3.1.2.4 Cooling System**

- A. Check coolant level
- B. Check and record freeze protection
- C. Chemical test corrosion protection annually
- D. Inspect fan shrouds, guards and brackets for condition and security
- E. Inspect radiator core for cleanliness, condition and security
- F. Inspect fan drive belt for condition, security and proper tension
- G. Inspect idler and fan drive bearings. Check condition and security of mounts, brackets and adjusters, tightening as needed
- H. Inspect coolant hoses and pipes for condition and security, tightening clamps and brackets as needed

**3.1.2.5 Exhaust System**

- A. Inspect exhaust pipe and flexes where accessible, tightening clamps and flange bolts as needed
- B. Inspect muffler supports and operate drains
- C. Inspect turbocharger clamps and brackets, tightening as needed

**3.1.2.6 Engine Electrical System**

- A. Inspect starter cables, wire and connectors for condition and security
- B. Check and record starting battery float voltage and electrolyte level
- C. Check charger for proper operation and output
- D. Load test starting batteries to 450 amps/cell for 15 seconds and record voltage
- E. Inspect electrical control and sensor wire termination, tightening as needed
- F. Check operation of jacket water heater, control thermostats and oil pressure disconnect switch
- G. Inspect all engine protective devices including oil pressure, coolant temperature, overcrank, over speed shutdowns and all other applicable devices
- H. Inspect ignition system for signs of deterioration

**3.1.3 GENERATOR****3.1.3.1 Mechanical**

- A. Inspect mounting bolts
- B. Inspect drive flex fastening bolts
- C. Inspect fan guard for condition and security
- D. Inspect air inlet screen for cleanliness, condition and security
- E. Inspect mechanical connections for tightness, condition and security

**3.1.3.3 Electrical**

- A. Check and record residual, no load and full load voltages
- B. Inspect cable wire termination at generator for condition and security
- C. Inspect end bell enclosure for cleanliness and device interference with rotating assembly
- D. Inspect and test generator protective devices (circuit breaker, safeguard breaker)

**3.1.4 CONTROLS AND TRANSFER SWITCH**

- A. Check operation of auto start and remote controls
- B. Check operation of generator set associated indicators, lights and alarms
- C. Check and adjust system frequency and voltage
- D. Inspect relays and contacts for excess wear and cleanliness
- E. Check soundness of linkages and load cables
- F. Inspect condition of control panel wiring

**NOTE:** The City Hall generator serves as backup power for the ITS Server Room in City Hall for critical computer and phone equipment for City Hall, Fire and Police.

**4.0 PRICING**

This Section should be completed in full. Failure to complete every space in this Section 4.0 Pricing, may result in rejection of your bid submittal. Please do NOT leave any spaces blank. Please make sure to indicate the Grand Total at the end of every section. **NOTE:** Regarding any miscalculations with Grand Totals, Line Item Pricing shall prevail. All pricing below shall be in accordance to Section 3.0 Specifications.

<b>SECTION 1: WATER OPERATIONS PUMP GENERATORS:</b>					
<b>ITEM NO</b>	<b>LOCATION</b>	<b>BRAND/TYPE</b>	<b>MODEL#</b>	<b>SERIAL #</b>	<b>ANNUAL INSPECTION UNIT PRICE</b>
4.1	Tudor Road 1751 NE Tudor	Gen #1 Cummins 450 KW	GTA-28	25410308	\$ 615.00
		Gen #2 Cummins 450 KW	GTA-28	25410304	\$ 615.00
		Gen #3 Caterpillar 480 KW	3412	7DB01627	\$ 615.00
4.2	Scruggs Road Lift Station 2211 NE Scruggs Rd	Caterpillar 600 KW	3412	09EP03200	\$ 800.00
4.3	High Service 620 NE Douglas	Caterpillar 1250 KW	3512	3MS00219	\$ 950.00
4.4	South Terminal 1399 Ward Rd	Caterpillar 2000 KW	AFDN00229	4FN01959	\$ 1250.00
4.5	Lee's Summit Lift Station 22901 NW Lee's Summit Rd	Aska 250 KW	APD-UJ250	L131424	\$ 450.00
4.6	Douglas Road Lift Station 1700 NE Douglas Road	Cummins 80 KW	80DGDA	B930499934	\$ 400.00
4.7	Rice Lift Station 2099 NE Rice Rd.	Cummins 35 KW	DGCA-3373969	F990929159	\$ 250.00
4.8	Woodland Shores Lift Station 2359 NE Breeze Point	Generac SD0100 100 KW	2839250100	2070537	\$ 255.00
4.9	Anderson Lift Station 198 NW Anderson Drive	Kohler 26 KW	20RE0ZJB	736562	\$ 189.00
4.10	Legacy Park Lift Station 950 NE Blackwell Pkwy	Generac SD0030 30 KW	3323520100	2073138	\$ 189.00
4.11	Legacy Woods Lift Station 3000 SE Legacy Drive	Generac SD0100 100 KW	5501510100	2084031	\$ 255.00
4.12	Water Utility Service Center (WUSC) 1200 SE Hamblen Rd	Generac 500 KW	GTA312A1B	1033175546	\$ 615.00
4.13	Oak Ridge Meadows <b>GENERATOR #1</b> 5716 NE Maybrook Rd	Cummins 35 KW	DGBB5732282	F050796085	\$ 189.00
4.14	Oak Ridge Meadows <b>GENERATOR #2</b> 202 NE Anderson Drive	Generac SD0060 165 KW	10066750100	2101201	\$ 225.00
4.15	Middle Big Creek/Mouse Creek 4114 SW Ward Road	Kohler 450 KW	450RE0ZDD	2272697	\$ 615.00
4.16	Arbores Lift Station 1221 Long Ridge Rd	Cummins 60 KW	DGBB-5732282	F50796084	\$ 225.00
4.17	Savanna Woods Lift Station 1737 NE Parkwood Drive	Cummins 150 KW	DGFA	L060002715	\$ 325.00
4.18	HCA Excess Flow Holding 2051 SE Shenandoah Drive	Caterpillar 25 KW	D25-6S	00L366N3C00691	\$ 189.00
<b>SECTION 1 GRAND TOTAL</b>					<b>\$ 9,216.00</b>

<b>SECTION 2: CITY HALL GENERATORS</b>					
NOTE: The City Hall generator serves as backup power for the ITS Server Room in City Hall for critical computer and phone equipment for City Hall, Fire and Police.					
ITEM NO	LOCATION	BRAND/TYPE	MODEL#	SERIAL #	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE (INSPECTION 2X PER YEAR)
4.19	City Hall 220 SE Green St	Cummins 125 KW	GGLA-5699752	L040730486	\$485.00
4.20	City Hall Parking Garage 220 SE Green St	Kohler 50 KW	50RZGB	2085121	\$385.00
<b>SECTION 2 GRAND TOTAL</b>					<b>\$870.00</b>
<b>SECTION 3: FIRE DEPARTMENT GENERATORS</b>					
ITEM NO	LOCATION	BRAND/TYPE	MODEL#	SERIAL #	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE (INSPECTION 2X PER YEAR)
4.21	Station 1 207 SE Douglas	Caterpillar 100 KW	G100F3	OLYENFC01495	\$380.00
4.22	Station 2 2000 NE Rice	Kohler 180 180 KW	180RE0ZJE	2327669	\$510.00
4.23	Station 3 210 SW Pryor Rd	Generac 15 KW	SG0047420	3679303	\$349.00
4.24	Station 4 404 NE Woods Chapel Rd	Generac 15 KW	SG0047420	3679304	\$349.00
4.25	Station 5 3650 Windemere Dr	Generac 15 KW	SG0047420	3700942	\$349.00
4.26	Station 6 101 NE Blackwell Rd	Generac 60 KW	97A02739-S	2035067	\$385.00
4.27	Station 7 2150 Scherer Rd	Generac 150 KW	7167160200	2090586	\$510.00
<b>SECTION 3 GRAND TOTAL</b>					<b>\$2832.00</b>
<b>REPAIR &amp; MAINTENANCE--(Prevailing Wage is NOT applicable)</b>					
4.28	State the percentage that will be added to your cost for materials used for repairs.				15% added to cost
4.29	Hourly rate for regular service				\$73.00
4.30	Hourly rate for after hour service, if required				\$90.50
4.31	Hourly rate for weekends or holidays, if required				\$90.50
4.32	Hourly rate for emergency service, if required				\$95.25
<b>NEW WORK/INSTALLATION – (Prevailing wage IS applicable for work over \$75,000) Prevailing Wage Order No. 25, Increment No. 1 applies to all Prevailing Wage work in this Contract.</b>					
NOTE: For new work and Installation (lines 4.33-4.37)—Please be aware that this shall <b>INCLUDE</b> Off Loading, Electrical Hook Up by a licensed Electrician, and Start Up of any New Generator. If any portion of this New Work/Installation will be subcontracted by your company, the List of Sub-Contractors on Bid Page 18 should be completed in full.					
4.33	State the percentage that will be added to your cost for materials used for new installation.				15% added to cost
4.34	Hourly rate for regular service				\$76.50
4.35	Hourly rate for after hour service, if required				\$115.00
4.36	Hourly rate for weekends or holidays, if required				\$125.50
4.37	Hourly rate for emergency service, if required				\$125.50

Note: Above Pricing is reflective of Price Clarification received on 01/25/2019

ADDITIONAL INFORMATION	
4.38	City standard payment terms are Net 30 after receipt of invoice and certified payrolls if applicable.
4.39	For any items or services not specifically listed above in Section 4.0 Pricing, may the utilizing Departments contact you for a quotation? <span style="float: right;"><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</span>
4.40	If the answer to 4.39 is Yes, please indicate if any discount will be available on quotations for such items or services not specifically listed above in Section 4.0 Pricing <span style="float: right;">5 % Discount</span>
4.41	The City requires that service be performed by a company from the Kansas City metropolitan area to ensure prompt service of equipment. Do you have a physical location and skilled Personnel within a thirty (30) mile radius of zip code 64063? <span style="float: right;"><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</span>
4.42	Please state below all addresses for service locations within the sixty (60) mile radius of zip code 64063:  1151 SE Century Dr Lee's Summit, Mo 64081
4.43	As identified in 2.6.5, "The City prefers to have an option to obtain a temporary portable generator for critical systems until repairs can be successfully made. Although not a requirement, this is the City's preference." Is your Company able to provide this to the City at no additional cost, in the even a repair cannot be made the same day?  If you can provide, but there is additional/potential cost to the City, please outline applicable charges below:  \$500/day <span style="float: right;"><input type="checkbox"/>Yes <input checked="" type="checkbox"/>No</span>
4.44	Please state below details regarding your Company's Warranty for General Service for Repair/Maintenance:  Parts will carry manufactures warrenty. Labor will be 1 year.
4.45	Please state below details regarding your Company's Warranty for New Work & Installation:  Parts will carry manufactures warrenty. Labor will be 1 year.
4.46	Will any portion of New Work/Installation be Subcontracted out by your company? If yes, what Area(s)? <span style="float: right;"><input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</span>  Area(s): Gas Plumbing / Concrete - Structural construction.

HOURS OF SERVICE AND CONTACT INFO	
State hours normal service is available	<u>7</u> a.m. to <u>5</u> p.m., <u>5</u> days per week
Emergency service available: 24/7	<u>  </u> a.m. to <u>  </u> p.m., <u>  </u> days per week <u>  </u> a.m. to <u>  </u> p.m., <u>  </u> days per week
State telephone number, contact name, and email address for service calls:	Name: Larry Morris  Telephone Number: 816-985-1970  Email Address: larry@smartpowerkc.com
As stated in Section 2.6.2, Please indicate the 24 hour Phone Number to be utilized for Emergency Service:  816-985-1970	

**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).

YES X                      NO                         INITIALS: LAM

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.



**6.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Any contract in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals **should** include the signed and notarized Work Authorization Affidavit **AND** the electronic signature page from the E-Verify program

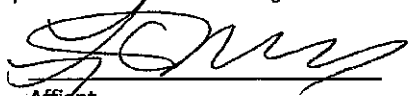
**Project No. 2019-040**

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

County of Jackson )  
 ) ss.  
State of Missouri )

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

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

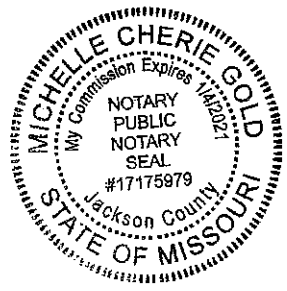
  
Affiant

Larry Morris  
Printed Name

Subscribed and sworn to before me this 21 day of January, 2019.

  
Notary Public

SEAL



Company ID Number: 467747

Approved by:

<b>Employer</b> Greenwood Energy Solutions, LLC	
<b>Name (Please Type or Print)</b> Larry A Morris	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 11/21/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 11/21/2011

Company ID Number: 467747

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Greenwood Energy Solutions, LLC
Company Facility Address	13904 South Smart Road Greenwood, MO 64034
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	271476978
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 467747

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

MISSOURI                      1 site(s)

**LIST OF REFERENCES AND EXPERIENCE**

**PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL:**

To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: 10
List references and prior experience; preferably with other municipalities, in the last 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.)	
<b><u>Prior Work/Services Performed for:</u></b>	
Municipality/Company Name: <u>Johnson County Adult Detention Center</u>	
Address: <u>27745 W. 159th St</u> <u>New Century, Ks 66031</u>	
Contact Person: <u>Ed Chrisman</u>	
Title: <u>Maintenance Director</u> Telephone No: <u>913-200-3358</u>	
<b><u>Description of Work/Services Performed:</u></b>	
Service: Annual and Loadbank 3 different Generators (Listed below) Cummins - 250kW Cummins - 750kW Cat - 1250kW	
Also any repairs, service calls, or Transfer Switch Maintenance	
<b>Contract Amount:</b> \$ <u>10,000.00 (2017 revenue)</u> <b>Completion Date:</b> <u>n/a (No Contract, servicing since 2015)</u>	
<b><u>Prior Work/Services Performed for:</u></b>	
Municipality/Company Name: <u>City of Kansas City</u>	
Address: <u>Public Works 5300 Municipal</u> <u>Kansas City, MO 64120</u>	
Contact Person: <u>Bill Eagleberger</u>	
Title: <u>Maintenance Director</u> Telephone No: <u>816-810-5401</u>	
<b><u>Description of Services Performed:</u></b>	
Annuals, Semi-Annuals, repairs on all Fire Stations & area generators	
<b>Contract Amount:</b> \$ <u>15,813.00 (last 3 yrs revenue)</u> <b>Completion Date:</b> <u>n/a (No Contract, servicing since 2011)</u>	

**LIST OF REFERENCES AND EXPERIENCE**

**PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL:**

To be considered for award, bidder shall have been in business for a minimum of five (5) years.

**LIST OF REFERENCES AND EXPERIENCES (Cont.)**

**Prior Work/Services Performed for:**

Municipality/Company Name: City of Gladstone

Address: Gladstone, Mo 64188

Contact Person: Sgt. Rob Hayes

Title: Maintenance Telephone No: 816-423-4043 or main (816-436-3550)

**Description of Work/Services Performed:**

Annual inspection on Onan 55kW generator

**Contract Amount:** \$ 8,517.00 (last 7 yrs revenue) **Completion Date:** n/a (No Contract, servicing since 2012)

Municipality/Company Name: Johnson County Juvenile Detention Center

Address: 915 Spruce Ave.  
Olathe, Ks

Contact Person: Kris Hoffman

Title: Maintenance Director Telephone No: 913-715-7280 or 913-201-2490

**Description of Work/Services Performed:**

Service: Annual and Loadbank 3 different Generators (Listed below)  
Cummins - 350kW  
Spectrum - 80kW  
Kohler - 80kW

**Contract Amount:** \$ 7,531.00 (2017 revenue) **Completion Date:** n/a (No Contract, servicing since 2015)

Municipality/Company Name: Lafayette Medical Center

Address: 1500 State Street  
Lexington, Mo

Contact Person: Dusty Dodson

Title: Maintenance Director Telephone No: 660-383-2666 or main (660-259-6888)

**Description of Work/Services Performed:**

Annual and Loadbank of 2 different generators:  
CAT - 125kW  
MTU - 448kW

**Contract Amount:** \$ 4,025.00 **Completion Date:** n/a (No Contract, servicing since 2011)

**LIST OF REFERENCES AND EXPERIENCE**

**PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL:**

To be considered for award, bidder shall have been in business for a minimum of five (5) years.

<b>LIST OF REFERENCES AND EXPERIENCES (Cont.)</b>	
<b>Prior Work/Services Performed for:</b>	
Municipality/Company Name: Johnson County Surgicenter	
Address: 8800 Ballentine	
Overland Park, Ks 66214	
Contact Person: Jay Sebelien	
Title: Maintenance Director	Telephone No: 913-894-4050
<b>Description of Work/Services Performed:</b>	
Perform: Loadbank, Transfer Switch Inspections, Annual, Semi-Annual, Quarterly, and Monthly inspections on Kohler 100kW generator	
<b>Contract Amount:</b> \$ 4,375.00 (2017 revenue)	<b>Completion Date:</b> n/a (No Contract, servicing since 2011)
Municipality/Company Name: Kansas School for the Deaf & Blind	
Address: 450 E. Park St	
Olathe, Ks	
Contact Person: Jay Ray	
Title: Maintenance Director	Telephone No: 913-645-5895 (or main 913-791-0587)
<b>Description of Work/Services Performed:</b>	
Perform Annual on 3 different generators: Generac - 17kW Cummins - 50kW Generac - 8kW	
<b>Contract Amount:</b> \$ 5,400.00	<b>Completion Date:</b> n/a (No Contract, servicing since 2011)
Municipality/Company Name: Kansas City Surgicenter	
Address: 701 E. 101st Terr	
Kansas City, Mo	
Contact Person: Rebecca	
Title:	Telephone No: 816-523-0100
<b>Description of Work/Services Performed:</b>	
Performed: Loadbank, Transfer Switch Inspections, Annual, Semi-Annual, Quarterly, and Monthly inspections on generator. Business moved and installed new generator. Customer stayed with company that installed new generator. Serviced old generator from 2011-2015.	
<b>Contract Amount:</b> \$ 12,430.00 (2011-2015 revenue)	<b>Completion Date:</b> 2011-2015

**PERSONNEL QUALIFICATIONS**

**NOTE:** The awarded Contractor shall have a physical location and skilled personnel within a sixty (60) mile radius of zip code 64063.

Bidders are **REQUIRED** to provide the information below in **FULL DETAIL**.

Indicate person who will be supervising project and years of experience in similar work.

Name: Larry Morris # of Years: 10

Type of Experience: Master Electrician /Kohler, Generac & Cummins Service Training Certification

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
Larry Morris	Master Electrician NFPA 110 Standby System, Logout/Tagout, Fire Alarm	Owned Company Since 2009 Other Electrical companies - over 30 years before
Larry Morris	Kohler, Cummins Certification Gas Plumbing	Kohler, Generac & Cummins Service Electrical & Safety Training/Coordinator
Matt Wood	Kohler, Cummins Certification Gas Plumbing & Electrician for over 10 years	Kohler, Generac & Cummins Service Electrical & Safety Training/Coordinator
Matt Wood	NFPA 110 Standby System, Logout/Tagout, Fire Alarm	Electrical Supervisor, - 15 years
Kevin Hurshman	Master Electrician NFPA 110 Standby System, Logout/Tagout, Fire Alarm	Electrical field for 17 years



**OWNER: CITY OF LEE'S SUMMIT, MISSOURI**
**PROJECT NAME:**
**BID NO.: 2019-040**

**NOTE:** If any work has the potential of being subcontracted under a Contract, if awarded, it is imperative to identify this information below. For any New Work and Installation—Please be aware that this will include Off-Loading, Electrical Hook Up by a licensed Electrician, and also Start Up.

<b>LIST OF SUBCONTRACTORS</b>
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1. To enable the City to evaluate the Bidder's qualifications to perform the Work as provided in the Specific Requirements of the Bid the Bidder shall nominate each Subcontractor to whom the Bidder intends to award a Sub-agreement (a) exceeding the percentage of the Bidder's Base Bid stipulated in the Instructions to Bidders, or (b) to comply with the licensing requirements imposed by the City of Lee's Summit's Codes or any Public Governmental Entity deemed to have jurisdiction. If the Bidder intends to self-perform a classification of Work for which a specialty license or certificate is required, the Bidder shall nominate itself in the spaces provided for that purpose and furnish their license or certificate number(s) for that classification. For each nominated Subcontractor, the Bidder shall identify the nominated Subcontractor's work to be performed, subcontractor name, address, license/certificate number, telephone number and percentage of base bid, the Subcontractor will perform.
2. Failure by the Bidder to identify a nominated Subcontractor or nominate the Bidder itself within two (2) Business Days after the date of the Bid opening may render the Bid as non-compliant in respect to the requirements of the Bidding Document in the **Owner's** sole discretion. The requirement to make a definite nomination of Subcontractors or to state that the Bidder intends to self-perform that classification and to clarify any omissions or ambiguities in the List of Subcontractors, applies to the Apparent Low Bidder and any other Bidder wishing to remain in contention for the award.
3. The Bidder hereby agrees not to remove, replace, or add a nominated Subcontractor after the period allowed in paragraph 2 or during the course of the contract except for good cause shown as determined solely by the **City**.
4. This listing requirement does not create any express or implied duty or obligation to the Bidder or nominated Subcontractors by the **City**.

WORK TO BE PERFORMED:	SUBCONTRACTOR NAME & ADDRESS:	LICENSE/CERTIFICATE NUMBER(S):	CONTACT NUMBER:	% OF BASE BID
1. Plumbing	Rescue 1 Plumbing, PO Box 2039, LS, Mo		816-985-4533	>1%
2. Righ Way Homes	16660 S. Switzer Rd, Overland Park, KS 66062		816-564-2214	>1%
3.				
4.				
5.				
6.				
7.				
8.				

**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS****1. General.**

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability, and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement 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.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in

this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

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

## **2. Required Insurance Coverage.**

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

**3. Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

## 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.** To the fullest extent allowable by law, 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 (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
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.** Continuance 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 disbarred, 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 discover 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.

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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.

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 25

Section 048

**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.12	52	53	\$25.75
Boilermaker	6/18		\$37.91	57	7	\$29.38
Bricklayer and Stone Mason	6/18		\$35.43	58	39	\$19.73
Carpenter	6/18		\$38.85	63	68	\$17.10
Cement Mason	6/18		\$31.71	65	4	\$19.87
Communication Technician	6/18		\$35.55	47	72	\$21.73
Electrician (Inside Wireman)			\$38.53	13	72	\$18.17 + 10%
Electrician (Outside-Line Construction/Lineman)	6/18		\$44.26	125	65	\$5.50 + 34.5%
Lineman Operator	6/18		\$40.91	125	65	\$5.50 + 34.5%
Groundman	6/18		\$28.53	125	65	\$5.50 + 34.5%
Elevator Constructor	6/18	a	\$46.91	26	54	\$34.355
Glazier	6/18		\$35.00	88	32	\$18.39
Ironworker	6/18		\$33.30	50	4	\$29.65
Laborer (Building):						
General	6/18		\$28.45	30	4	\$16.15
First Semi-Skilled	6/18		\$28.85	30	4	\$16.15
Second Semi-Skilled	6/18		\$29.25	30	4	\$16.15
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$36.51	46	67	\$17.10
Marble Mason			\$35.16	25	4	\$14.11
Marble Finisher			\$24.58	25	4	\$8.92
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/18		\$38.74	85	4	\$18.02
Group II	6/18		\$37.93	85	4	\$18.02
Group III	6/18		\$32.38	85	4	\$18.02
Group III-A	6/18		\$36.59	85	4	\$18.02
Group IV						
Group V	6/18		\$33.98	85	4	\$18.02
Painter	6/18		\$30.14	37	4	\$17.16
Pipe Fitter			\$44.48	2	33	\$21.15
Plasterer	6/18		\$32.07	68	4	\$17.63
Plumber	6/18		\$45.34	45	33	\$21.89
Pile Driver						
Roofer \ Waterproofer	6/18		\$32.95	95	2	\$18.89
Sheet Metal Worker			\$40.90	17	22	\$22.99
Sprinkler Fitter - Fire Protection			\$37.74	14	4	\$20.02
Terrazzo Worker			\$35.16	25	4	\$14.11
Terrazzo Finisher			\$24.58	25	4	\$8.92
Tile Setter			\$35.16	25	4	\$14.11
Tile Finisher			\$24.58	25	4	\$8.92
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

Building Construction Rates for  
JACKSON County Footnotes

Section 048

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

\*\*Annual Incremental Increase

**REPLACEMENT PAGE  
JACKSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

**NO. 13:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**NO. 14:** Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

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**NO. 17:** Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day; two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

**NO. 25:** Means forty (40) hours (5-8's) shall constitute a regular workweek, anything over eight (8) hours per day shall be paid for at one and one-half times the regular hourly rate. Work may be scheduled on a four days a week (Monday through Thursday) at 10 hours a day scheduled between 6:00 a.m. and 6:00 p.m. at the regular hourly rate understanding that anything over ten (10) hours per day shall be paid for at one and one-half times the regular hourly rate. Employment from 6:00 p.m. and 6:00 a.m. Monday through Friday shall be paid for at one and one-half times the regular hourly rate. For work scheduled on Saturday, all hours worked shall be paid for at one and one-half times the regular hourly rate. For work scheduled on Sunday, any hours worked shall be paid for at twice the regular hourly rate. Hours worked on Holidays will be paid at double time wages except for Veteran's Day.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 30:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.



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**NO. 37:** The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

**NO. 45:** Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

**NO. 46:** Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

**NO 47:** Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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**NO. 48:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a makeup day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 50:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**NO. 52:** Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.51 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 58:** Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) day's work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

**NO. 63:** Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 65:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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**NO. 68:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**NO. 85:** Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

**NO. 88:** Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

**NO. 95:** Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 100:** Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

**NO. 126:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**JACKSON COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

**NO. 2:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

**NO. 32:** All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

**NO. 33:** All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**NO. 39:** No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

**NO. 49:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 53:** All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**JACKSON COUNTY  
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

**NO. 65:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 67:** All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

**NO. 68:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 72:** All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$37.73	1	17	\$16.85
Cement Mason	6/18	\$31.83	3	2	\$17.39
Electrician (Outside-Line Construction\Lineman)	6/18	\$44.26	18	24	\$5.50 + 34.5%
Lineman Operator	6/18	\$40.91	18	24	\$5.50 + 34.5%
Lineman - Tree Trimmer	6/18	\$23.02	31	30	\$5.75 + 28%
Groundman	6/18	\$28.53	18	24	\$5.50 + 34.5%
Groundman - Tree Trimmer	6/18	\$18.62	31	30	\$5.75 + 28%
Laborer					
General Laborer	6/18	\$30.18	3	2	\$15.63
Skilled Laborer	6/18	\$31.39	3	2	\$15.63
Millwright		\$37.73	1	17	\$16.85
Operating Engineer					
Group I	6/18	\$36.22	3	2	\$17.99
Group II	6/18	\$35.18	3	2	\$17.99
Group III	6/18	\$35.18	3	2	\$17.99
Group IV	6/18	\$30.71	3	2	\$17.99
Oilier-Driver	6/18	\$34.06	3	2	\$17.99
Pile Driver		\$37.73	1	17	\$16.85
Traffic Control Service Driver		\$29.58	FED		\$15.23
Truck Driver-Teamster					
Group I	6/18	\$32.09	3	2	\$15.25
Group II	6/18	\$32.09	3	2	\$15.25
Group III	6/18	\$32.09	3	2	\$15.25
Group IV	6/18	\$32.09	3	2	\$15.25

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.



**JACKSON COUNTY  
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 1:** Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**NO. 3:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 18:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**NO. 31:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JACKSON COUNTY  
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

**NO. 2:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 17:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**NO. 24:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 30:** All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.