



The City of Lee's Summit

Final Agenda

Finance and Budget Committee

Monday, April 8, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments
5. Business

- A. [2019-2684](#) Presentation by students of Summit Technology Academy regarding research conducted related to development of multi-family complexes in Lee's Summit.
Presenter: Bette Wordelman, Finance Director
- B. [2019-2685](#) Presentation of the FY19 February General Fund Financial Dashboards.
Presenter: Chris Clubine, Management Analyst
- C. [2019-2689](#) Review of Compensation Funding
Presenter: Stephen Arbo | City Manager
- D. [TMP-1183](#) An Ordinance approving the use of Contract No. 2019-014 for concrete flat work, curb installation, and street repair services to remove, replace and seal the concrete drive apron on south side shop area and reseal the concrete apron on the north side shop area of the maintenance facility for an amount not to exceed \$110,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.
Presenter: Nick Edwards, Assistant City Manager
- E. [TMP-1195](#) An Ordinance approving the award of Bid No. 2019-040 for service and maintenance of generators for a one-year term with up to four, one-year renewals to Central Power Systems and Services, LLC (Contract No. 2019-040-1) and to Greenwood Energy Solutions, LLC dba Smart Power Services (Contract No. 2019-040-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.
Presenter: Michael Riley, Operations & Maintenance Manager for Water Utilities

- F. [TMP-1198](#) An Ordinance approving Amendment No. 9 to the Budget for the fiscal year ending June 30, 2019 as adopted by Ordinance No. 8405, by establishing a new Pay and Classification Plan.

Presenter: Nick Edwards | Assistant City Manager

- G. [TMP-1199](#) An Ordinance amending Section 5.7 of the Procurement Policy for the City of Lee's Summit, Missouri to correct a scrivener's error and inadvertent omission.

Presenter: Rick Gentry, Procurement and Contract Services Manager

6. Roundtable

7. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-2684, **Version:** 1

Presentation by students of Summit Technology Academy regarding research conducted related to development of multi-family complexes in Lee's Summit.

Issue/Request:

Mr. Thomas Woodward, Certified Financial Planner and Business Finance and FinTech Instructor at Summit Technology Academy, led a group of eight students in a class research project intended to provide some real world experience to the students and introduce them to public service. The students were tasked with an assessment of the economic benefits or detriments of multi-family developments in the City of Lee's Summit. They spent classroom time with various City staff including Police Chief Travis Forbes, former Fire Chief Rick Poeschl, Assistant Fire Chief Jim Eden, Public Works Director Dena Mezger, Planning and Development Director Ryan Elam, Water Utilities Director Mark Schaufler, Water Assistant Director of Support Services Brent Boice, and Finance Director Bette Wordelman.

The participating students are juniors and seniors representing various high schools in the area. They will present their processes and conclusions to the Finance and Budget Committee and respond to questions about their project.

Proposed Committee Motion:

No action necessary. Presentation is for informational purposes only.

Bette Wordelman, Finance Director

Packet Information

File #: 2019-2685, **Version:** 1

Presentation of the FY19 February General Fund Financial Dashboards.

Issue/Request:

Presentation of the FY19 February General Fund Financial Dashboards.

Key Issues:

The General Fund year-to-date (YTD) revenue amounts through the month of February total \$54,742,998. This total is less than the YTD budgeted estimates by approximately \$835,000 (or 2%). The two primary reasons that YTD revenues are less than YTD budgeted estimates are as follows:

Other: The “other” revenue category is approximately \$764,000 (or 85%) below YTD budgeted estimates because the Capital Project Reimbursement YTD payment (\$735,000) has not yet been processed.

Transfers In: The “transfers in” revenue category is approximately \$268,000 (or 33%) below budgeted estimates. When the transfers were budgeted, they were scheduled as lump sum transfers to occur one time during the fiscal year. In reality, the transfers into the General Fund are spread evenly and occur each month of the fiscal year.

The General Fund year-to-date (YTD) expense and encumbrance amounts through the month of February total \$48,027,803. This total is less than the YTD budgeted estimates by approximately \$2,400,000 (or 5%). The primary reasons that YTD expenses and encumbrances are less than YTD budgeted estimates are as follows:

Transfers Out: The “transfers out” expense category contains a “Transfer to Park Development”. This transfer was originally budgeted to come out of the General Fund but an amendment from Council directed staff to have the funds transferred from the Water/ Sewer Fund as an inter-fund loan.

Proposed City Council Motion:

N/A

Background:

N/A

Chris Clubine, Management Analyst

February Dashboard

	2019 YTD Budget	2019 YTD Encumbrance	2019 YTD Expense (Revenue)	2019 YTD Budget Remaining*	% Used	2018 YTD Expense/ (Revenue)	% Chg. 2018 to 2019
REVENUE	(55,579,704)	0	(54,742,998)	(836,706)	98%	(53,009,835)	3%
Property taxes	(21,664,477)	0	(21,219,490)	(444,987)	98%	(20,256,557)	5%
Sales tax	(11,322,872)	0	(11,725,655)	402,783	104%	(10,787,346)	9%
Local Sales Tax	(11,751,357)	0	(12,052,946)	301,589	103%	(11,185,186)	8%
Local Sales Tax - EATS	428,485	0	416,800	11,685	97%	415,741	0%
Sales tax-CassCo prior period remit	0	0	(89,509)	89,509	--	(17,902)	400%
Franchise tax	(8,869,460)	0	(9,068,290)	198,830	102%	(9,264,134)	-2%
Natural Gas Franchise Tax	(1,280,497)	0	(1,353,982)	73,485	106%	(1,405,162)	-4%
Telephone Franchise Tax	(1,367,386)	0	(1,405,190)	37,804	103%	(1,466,143)	-4%
Electric Franchise Tax	(5,205,556)	0	(5,315,906)	110,350	102%	(5,377,317)	-1%
Cable TV Franchise Tax	(1,016,021)	0	(993,211)	(22,810)	98%	(1,015,512)	-2%
Motor vehicle taxes	(2,426,192)	0	(2,482,114)	55,923	102%	(2,183,796)	14%
Other taxes	(244,207)	0	(208,743)	(35,464)	85%	(230,216)	-9%
Fines and forfeitures	(799,403)	0	(782,786)	(16,617)	98%	(750,423)	4%
Licenses and permits	(1,566,329)	0	(1,485,154)	(81,174)	95%	(1,696,788)	-12%
Intergovernmental	(752,043)	0	(663,833)	(88,211)	88%	(451,227)	47%
Charges for services	(6,152,188)	0	(6,076,388)	(75,801)	99%	(5,406,723)	12%
Material and fuel sales	0	0	(2,155)	2,155	--	0	--
Investment earnings	(80,000)	0	(358,226)	278,226	448%	(113,071)	217%
Other	(898,017)	0	(133,821)	(764,197)	15%	(1,081,644)	-88%
Sale of property	0	0	0	0	--	(108,233)	-100%
Transfers in	(804,515)	0	(536,343)	(268,172)	67%	(679,677)	-21%
EXPENSES	50,756,671	336,099	48,027,803	2,392,769	95%	47,029,123	3%
Personal services	31,594,092	0	31,679,995	(85,903)	100%	31,135,149	2%
Salaries	20,500,631	0	20,224,346	276,285	99%	19,870,751	102%
Overtime	1,716,737	0	1,915,955	(199,218)	112%	1,950,705	98%
FICA/Medicare	1,571,253	0	1,599,082	(27,830)	102%	1,583,369	101%
Misc	110,829	0	124,997	(14,168)	113%	112,294	111%
Health/Dental Insurance	4,579,114	0	4,541,816	37,298	99%	4,231,308	107%

Other Payroll Costs	765,028	0	855,278	(90,250)	112%	973,212	88%
Retirement-Lagers	2,350,501	0	2,418,522	(68,021)	103%	2,413,510	100%
Supplies for resale	241,483	0	116,163	125,320	48%	168,224	-31%
Other supplies, services and charges	8,098,024	302,472	7,943,055	(147,503)	102%	7,008,359	18%
Repairs and maintenance	1,029,786	17,430	1,034,100	(21,744)	102%	1,062,643	-1%
Utilities	1,173,176	23	1,025,323	147,830	87%	1,055,933	-3%
Fuel and lubricants	341,869	8,819	296,547	36,503	89%	296,900	3%
Miscellaneous	64,967	0	13,001	51,966	20%	30,955	-58%
Capital outlay	159,000	7,355	140,303	11,343	93%	293	50,281%
Construction	0	0	0	0	--	0	--
Interdepartment charges	4,268,502	0	4,281,119	(12,616)	100%	4,223,773	1%
Transfers out	3,785,772	0	1,498,198	2,287,574	40%	2,046,894	-27%
<u>NET INCOME</u>	<u>(4,823,033)</u>	<u>336,099</u>	<u>(6,715,195)</u>	<u>1,556,063</u>	<u>132%</u>	<u>(5,980,712)</u>	<u>7%</u>

Packet Information

File #: 2019-2689, **Version:** 1

Review of Compensation Funding

Issue/Request:

Review of Compensation Funding

Key Issues:

The City Manager will provide an update on the status of funds that were approved for compensation adjustments.

Proposed City Council Motion:

N/A

Background:

Prior to implementation of a new pay plan and approval of collective bargaining contract, a funding plan was developed to identify funds that were available to enhance compensation amounts for all City employees. The funding plan has been updated with new information.

Stephen Arbo | City Manager

Recommendation: N/A

Committee Recommendation: N/A

Sources of funds for for compensation in FY19/20	Original (December 2018)	Updated (March 2019)
General Fund recurring capacity	\$1,600,000	\$1,600,000
3% revenue growth (all revenues)	\$1,038,000	\$2,842,404
e-payables ach	\$200,000	\$175,000
overtime savings	-\$300,000	-\$822,508
health insurance credit	\$350,000	\$262,500
EMS GEMT	\$600,000	\$450,000
prevailing wage	\$150,000	\$150,000
100% of property tax growth above 2%	\$360,000	\$0
100% of sales tax growth above 2.5%	\$260,000	\$0
health insurance premium design change/cost sharing charge	\$750,000	\$525,000
Total	\$5,008,000	\$5,182,396

Updated (March 2019) amount for "3% revenue growth (all revenues)" is the amount in the FY20 revenue forecast that was presented to the Finance & Budget Committee at their meeting on March 13, 2019. This amount contains the property tax and sales tax growth.

Other potential sources

- energy savings on building operations
- energy savings on street lighting
- priority based budgeting
- continued savings on health insurance premium (7%)
- tracking/management of overtime
- monitor user/staff fees
- expansion of credit card service fees

Packet Information

File #: TMP-1183, **Version:** 1

An Ordinance approving the use of Contract No. 2019-014 for concrete flat work, curb installation, and street repair services to remove, replace and seal the concrete drive apron on south side shop area and reseal the concrete apron on the north side shop area of the maintenance facility for an amount not to exceed \$110,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Issue/Request:

An Ordinance approving the use of Contract No. 2019-014 for concrete flat work, curb installation, and street repair services to remove, replace and seal the concrete drive apron on south side shop area and reseal the concrete apron on the north side shop area of the maintenance facility for an amount not to exceed \$110,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Background/Key Issues:

On February 19, 2019, the City Council awarded Bid No. 2019-014 for concrete flat work, curb installation, and street repair services on an as-needed basis to Quality Custom Concepts, Inc. and authorized the City Manager to execute the resulting contract, Contract No. 2019-014, for the same on behalf of the City.

Central Building Services would like to use Contract No. 2019-014 to complete the Maintenance Facility concrete apron project. The south concrete apron has a great deal of deterioration and is now due for replacement. The north concrete apron was replaced four years ago and is now due to be resealed. The project has a cost not to exceed \$110,000.00 and therefore requires City Council approval before it can proceed. This will be a BERP funded project.

Use of Contract No. 2019-014 by the Central Building Services department is project oriented. Primary use of the contract would be for the removal and installation and sealing of the south apron concrete and resealing the concrete on the north apron of the Maintenance Facility.

Proposed Committee Motion:

I move to recommend to the City Council approval of An Ordinance approving the use of Contract No. 2019-014 for concrete flat work, curb installation, and street repair services to remove, replace and seal the concrete drive apron on south side shop area and reseal the concrete apron on the north side shop area of the maintenance facility for an amount not to exceed \$110,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Impact/Analysis:

Nick Edwards, Assistant City Manager

Staff recommends approval of An Ordinance approving the use of Contract No. 2019-014 for concrete flat work, curb installation, and street repair services to remove, replace and seal the concrete drive apron on

south side shop area and reseal the concrete apron on the north side shop area of the maintenance facility for an amount not to exceed \$110,000.00 and authorizing the City Manager to execute the same by and on behalf of the City.

BILL NO. 19-

AN ORDINANCE APPROVING THE USE OF CONTRACT NO. 2019-014 FOR CONCRETE FLAT WORK, CURB INSTALLATION, AND STREET REPAIR SERVICES TO REMOVE, REPLACE AND SEAL THE CONCRETE DRIVE APRON ON SOUTH SIDE SHOP AREA AND RESEAL THE CONCRETE APRON ON THE NORTH SIDE SHOP AREA OF THE MAINTENANCE FACILITY FOR AN AMOUNT NOT TO EXCEED \$110,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, on February 19, 2019, the City Council awarded Bid No. 2019-014 for concrete flat work, curb installation, and street repair services on an as-needed basis to Quality Custom Concepts, Inc. and authorized the City Manager to execute the resulting contract, Contract No. 2019-014, for the same on behalf of the City of Lee's Summit ("City"); and,

WHEREAS, Quality Custom Construction is the City's on call contractor for Agreement No. 2019-014 and this will be utilized by Central Building Services to complete the Maintenance Facility concrete project; and,

WHEREAS, the City would like to use Contract No. 2019-014 to replace and reseal portions of the concrete apron at the Maintenance Facility at an estimated cost not to exceed \$110,000.00; and,

WHEREAS, because the cost exceed \$50,000.00, City Council approval is required before the City can proceed.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to use Contract No. 2019-014 to remove, replace and seal the concrete drive apron on south side shop area and reseal the concrete apron on the north side shop area of the Maintenance Facility for an amount not to exceed \$110,000.00.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO. 19-

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Operations and Management
Daniel R. White



QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

Date	Estimate #
3/6/2019	2450

Name / Address
LEES SUMMIT PUBLIC WORKS ATTN: RON JOHNSON

Item	Description	Qty	Cost	Total
NOTE	THIS PROPOSAL PERTAINS TO LSPW MAINTENANCE FACILITY - 1971 SE HAMBLEN RD			
8" Ext. Slab	REMOVE AND REPLACE BUILDING APRON ON SOUTH SIDE - FROM BUILDING SOUTHWARD TO NEWER RIBBON OF CONCRETE	11,400	6.95	79,230.00
AGGREGATE B...	NEW 4 IN AGGREGATE BASE	11,400	0.41	4,674.00
Misc	ADDITIONAL REMOVAL OF CONCRETE AROUND BALLARDS, EPOXY COATED TIE BARS (BASKET STYLE) SUPPLIED AND INSTALLED, CONSTRUCTION SEALANT IN ALL SAW CUTS, BREAKING OF AREA COMPLETED AFTER HOURS / WEEKEND DUE TO NOISE	1	8,625.32	8,625.32
SEALER	SUPPLY AND APPLY WATER BASE PENETRATING SEALER (SPECIFICALLY TK WB 290, SALT GUARD) BASED ON A QTY. OF 11,400 SQ FT.	11,400	0.24	2,736.00
NOTE	CONCRETE MIX TO BE KCM MB 5K. ALL CONCRETE TESTING TO BE PERFORMED BY SUPPLIER. TEMP, AIR ENTRAINMENT, AND SLUMP WILL BE TESTED. STRENGTH CYLINDER BREAKS WILL BE COMPLETED AT TERRACON LAB. FULL REPORTS WILL BE SUBMITTED TO THE CITY OF LEE'S SUMMIT.			
NOTE	DETAIL OF REINFORCEMENT ATTACHED			
NOTE	FOR QUESTIONS / SCHEDULING PLEASE CONTACT ED LIPOWICZ @ 913-208-8233. THANK YOU!			
We look forward to serving you!			Total	\$95,265.32



QUALITY CUSTOM CONSTRUCTION

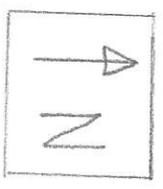
9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

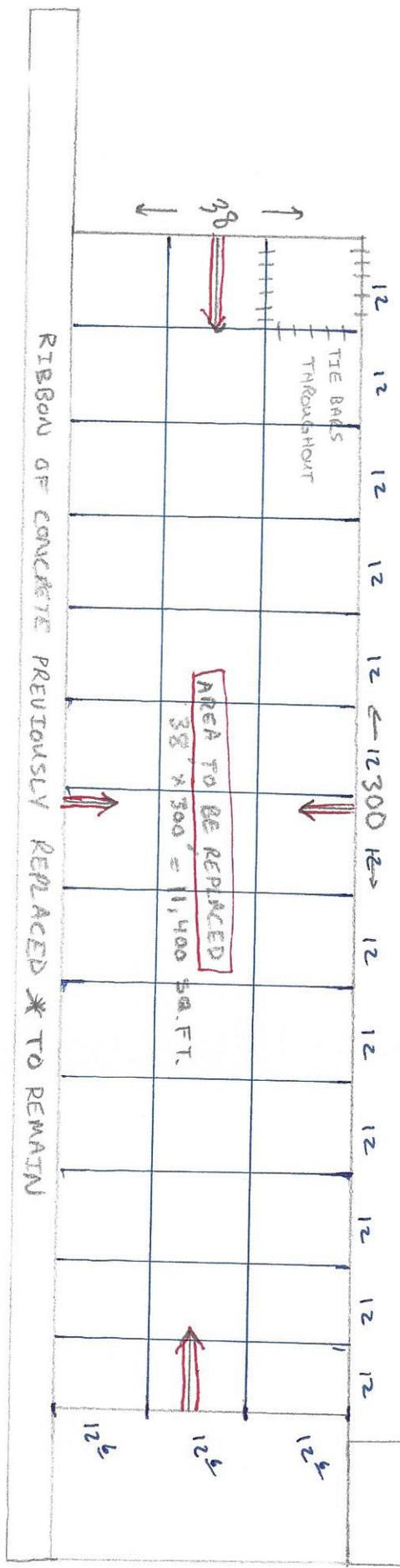
Date	Estimate #
3/6/2019	2439

Name / Address
LEES SUMMIT PUBLIC WORKS ATTN: RON JOHNSON

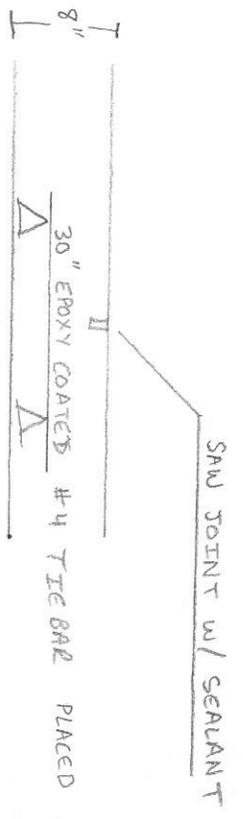
Item	Description	Qty	Cost	Total
NOTE	THIS PROPOSAL PERTAINS TO LEE'S SUMMIT PUBLIC WORKS MAINTENANCE FACILITY - NORTH GARAGE APRON AND RIBBON OF SOUTH APRON - PREPARATION AND APPLICATION OF SEALER. THIS PROPOSAL IS IN ADDITION TO ANY PREVIOUS PROPOSALS FOR THE SAID LOCATION AT 1971 SE HAMBLER RD			
SEALER	PRESSURE WASH, PREPARE, SUPPLY AND APPLY WATER BASED SEALER (SPECIFICALLY TK WB-290, SALT GUARD) - BASED ON SEALING 16,626 SQ FT OF AREA THAT WAS REPLACED IN SEPTEMBER OF 2013	1	4,710.14	4,710.14
NOTE	PRICING BASED ON COMPLETION OF PROJECT DURING NON BUSINESS HOURS. VEHICLE TRAFFIC ALLOWED 24 HOURS AFTER APPLICATION OF SEALER.			
NOTE	PLEASE NOTE THAT ANY EXISTING STAINS / DISCOLORATIONS (OIL, PAINT, RUST, ETC.) MAY BE UNABLE TO REMOVED COMPLETELY DURING THE PREPARATION.			
NOTE	QUESTIONS / SCHEDULING: CONTACT ED LIPOWICZ @ 913 208-8233. THANK YOU.			
We look forward to serving you!			Total	\$4,710.14



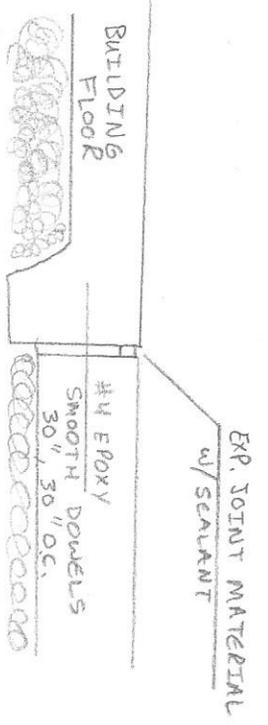
BUILDING



Control Joints



TIE BAR DETAILS



NOT TO SCALE

Maintenance Facility Concrete Project Timeline

Start date yet to be determined.

Week 1: Weekend work - breaking due to noise

Friday – begin demo this afternoon

Sat. – continue demo

Week 2:

Mon - Fri – exporting, set up, begin new placement

Week 3:

Mon – Wed – finish concrete placement

7 days cure time

28 days after placement, wash, caulk and seal. This would be completed over a Friday afternoon and that weekend, impacting no traffic or operations.



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 28, 2019
TO: Key Purchasing Personnel
FROM: Purchasing Division 
RE: Concrete/Curb/Street
Bid 2019-014

Vendor	Quality Custom Construction PO Box 269 Grain Valley, MO 64029
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	<ul style="list-style-type: none">○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.○ Requisition must include each item as a separate line item.○ Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2019 through March 31, 2020

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED

February 28, 2019

Mr. Ed Lipowicz
Quality Custom Construction
PO Box 269
Grain Valley, MO 64029

RE: Award of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair
Bid 2019-014

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be April 1, 2019 through March 31, 2020, with four (4) possible renewal periods. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,


DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2019-014

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

**CONCRETE FLATWORK/CURB INSTALLATION/STREET REPAIR AS A YEARLY CONTRACT
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
OCTOBER 5, 2019 AT 3:00PM LOCAL TIME**

The cutoff date for any questions for this bid is September 28, 2018 at Noon, Local Time.

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

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

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

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

Company Name

Quality Custom Construction

Address

9707 South Corn Rd.

City/State/Zip

Lone Jack, MO 64070

Telephone #

ed@qualitycustomconstruction.net

E-mail

Authorized Person (Print)

Ed Lipowicz II - 

Signature

President

Title

9-28-2018 20-1823753

Date

Tax ID #

C Corporation

Entity Type

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Work Authorization Affidavit and E-Verify Affidavit
References and Experience
Personnel Qualifications
Insurance Requirements
General Terms and Conditions
Certified Payroll Forms-Prevailing Wage
Annual Wage Order

INVITATION FOR BID NUMBER 2019-014

The City of Lee's Summit will accept electronic bids from interested companies in providing concrete flat work, curb installation or street repair as a yearly contract. Bids must be received electronically in Public Purchase by 3:00 P.M. Local time, on October 5, 2018. Bids will be read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public. 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.

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.

For any contract for services greater than \$5,000, the successful bidder 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. Letter from Contractor reciting compliance is not sufficient.

DeeDee Tschirhart, Senior Procurement Officer



SCOPE: To provide installation of concrete flat work, curbing and street repairs for the City of Lee's Summit as a yearly contract on an as needed basis. The successful contractor shall be required to provide all labor, materials and equipment for the installation of concrete flat work and curbing.

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.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 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 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 September 28, 2018 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 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include FOB 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 reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City. The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.10 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 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract will be issued. The contract number must be referenced on all documentation including invoice. Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on pages 19-25. Any bid conditioned on conflicting Terms & Conditions may be rejected
- 1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net. Pre-billing will not be allowed without prior written acceptance by the City.

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 (ie xerographic copy of 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 is not 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: The 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-if applicable.

2.4 Prevailing Wages: Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."
What is the difference between major repair and maintenance? "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is **not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.

Sections 2.5-2.7 are in accordance with RSMo 32.057.1.

2.5 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, and 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.

2.6 Value of Remaining Work: If the City or it's 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).

2.7 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.

2.8 Response time criteria:

- 2.8.1 Under this contract, it is required that the Contractor be available for service seven (7) days a week, 24 hours a day.
- 2.8.2 Some work under this contract is of an emergency nature. Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City.
- 2.8.3 It shall be the City's responsibility, upon placing a call, to designate an emergency or non-emergency situation.
- 2.8.4 Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have qualified staff on the job site within two (2) hours of the original notification.
- 2.8.5 In the event repairs cannot be completed with the initial response, every effort by the Contractor shall be made to provide limited repair to allow for effective functioning until complete restoration can be made.
- 2.8.6 Failure to meet the requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
- 2.8.7 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.

2.9 Post award information:

- 2.9.1 All work shall be performed and all complaints handled with due regard to the City public relations. Contractor shall utilize competent employees in performing the work. At the request of the City, Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and Contractor shall be promptly notified by the other of any complaints received.
- 2.9.2 Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.
- 2.9.3 Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. Contractor shall be equipped to meet all Occupational Safety and Health Administration (OSHA) criteria.
- 2.9.4 Contractor will be contacted for services as required by the applicable City Department Supervisor or their designee.
- 2.9.5 Contractor will provide the City with a signed copy of the Work Order Cost Estimate attached to the invoice which references the Purchase Order issued for Services rendered.

2.10 Invoices and payment:

- 2.10.1 The City reserves the right to request copies of supplier's invoices for materials.
- 2.10.2 Contractor shall submit, on a timely basis, an itemized detailed statement including the following information:
 - ✓ Name of City personnel authorizing the work
 - ✓ Name of the employees who performed the work
 - ✓ Hours and rates spent on each job for each given day
 - ✓ A list of all materials used for each job and the location
 - ✓ When parts were used for the job, the percentage of cost must also be shown on invoice
 - ✓ The purchase order number shall be designated on all invoices
 - ✓ Certified payroll
- 2.10.3 Contractor 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. Requests for payment shall be submitted by job.
- 2.10.4 The City reserves the right to audit the successful bidder's financial records.

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

- 2.11.1 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)
- 2.11.2 To be provided prior to the issuance of a contract:
 - ✓ Business License

- ✓ Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability
 - ✓ W-9 (new vendor only).
 - ✓ Vendor Information Form (new vendor only)
 - ✓ Work Authorization Affidavit
 - ✓ E-Verify Signature Page
 - ✓ References and Experience
 - ✓ The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project.
- NOTE: W-9 and Certificate of Insurance (COI) shall identify the SAME legal entity company name.

- 2.11.3 To be provided with Applications for Payment
- ✓ Pay Application
 - ✓ Certified Payroll Form
 - ✓ Certified Payroll Report
 - ✓ MoDOLIR-Compliance with Prevailing Wage Law Affidavit
 - ✓ Contractor's Certification and Affidavit

2.12 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.12.1 through 2.13.4.

2.12.1 Elected/appointed officials/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.

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

2.13 **Debarment and Suspension Status:**

2.13.1 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.

2.13.2 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.

2.13.3 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.

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

2.14 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>

3.0 TECHNICAL SPECIFICATIONS:

3.1 **General Requirements:** Contract for services is being established to expedite current and future projects. Projects are initiated as opportunity for improvements or development arises. Available funding is the determining factor in utilizing contract services in lieu of staff.

3.2 Materials for Curbing:

3.2.1 **Concrete Mix:** Concrete shall conform to the requirements of the Kansas City Metro Materials Board (KCMMB). Concrete strength shall be a minimum of 4000 psi unless otherwise specified for a project. All additives and mixes shall be stated on each project quote request.

3.2.2 **Expansion Material:** Expansion material shall be placed in accordance with the Lee's Summit Design Guidelines.

3.2.3 **Reinforcing Steel:** Rods shall be #4 gauge steel and placed conforming to the Lee's Summit Design Guidelines.

3.2.4 **Curing Material:** Curing membrane shall be as specified in section 2208.2 Sub-Section F of the Division II Construction and Materials Specifications, Streets, Kansas City Metropolitan Chapter APWA when applicable.

3.2.5 Construction Details:

- ❖ Curb and Gutter, CG-1, and Residential Lazyback Curb, CG-2, shall be constructed in compliance with Lee's Summit Design Guidelines. Curb edging which shall be curvilinear 12" high and 6" wide with top edged and broom finished. All flat work shall be finished as specified for the project.
- ❖ All form work shall be approved by City Staff prior to placement of concrete.

3.2.6 **Rock:** Rock required for new work and its placement shall be the responsibility of the City or its contractors. Rock required for replacement work shall be the responsibility of the contractor.

3.2.7 **Joints:** The joints shall be formed at right angles to the alignment of the project unless otherwise specified in the project quote request or job specifications.

❖ Expansion Joint:

- **Material:** Expansion joints shall be formed by 3/4 inch thick joint filler.
- **Stability:** Expansion joints shall be secured in a manner so they will not be disturbed by depositing and consolidating of concrete.

❖ **Contraction Joints:** All work shall have contraction joints formed at intervals conforming to Lee's Summit Design Guidelines.

❖ **Method:** Contraction joints may be formed by either tooling or sawing.

- **Tooling:** Tooled contraction joints shall be constructed with 1/4 inch radius on all exposed edged.
- **Sawing:** Sawing of contraction joints will be permitted if done within 24 hours of the placing of concrete and completed with a clean non raveled edge.

3.2.8 **Concrete Work:** Concrete shall be placed in accordance with the requirements of Lee's Summit Design Guidelines and as specified in the project specifications. Expansion and contraction joints shall be constructed as indicated above. The contractor shall furnish all equipment, transportation of equipment, materials and labor to install and finish concrete and the expense for these items shall be included in the linear or square foot pricing requested. Any concrete work not included in the line item pricing but performed in conjunction with line item bid descriptions may be performed by submission of separate proposal. Proposal may be accepted or rejected and bid out by the City.

❖ **Site Preparation:** Site preparation for new work shall be the responsibility of the City or its contractor. Preparation for placement of concrete on replacement work shall be the responsibility of the contractor.

❖ **Concrete Placement:** Concrete shall be mechanically vibrated when specified by the project or in compliance with Lee's Summit Design Guidelines.

❖ **Finishing:** After placing and initial strike-off, the curbing shall be tooled to the required radius. If the surface of the concrete is sufficiently wet so that a ridge is formed at the inside of the radius tool, finishing will cease until the excessive moisture has evaporated. After initial set and tooling, a broom finish shall be applied to the top edge and radius edges. In all cases finished curb shall have a true surface, free from sags, twists, or warps, and shall have a uniform color and appearance. Flat work shall be finished according to project specifications and shall have a uniform color and appearance.

❖ **Curing:** As soon as practical after the concrete is finished, it shall be cured with one of the acceptable liquid curing membranes applied according to the manufacturer direction if specified for the project. If the front and or back forms are removed from finished curbing within a period of 72 hours of placement, these surfaces shall also be cured. Wet



burlap, cotton mat, waterproof paper, polyethylene sheeting or earth backfill is not an acceptable curing method for curbing.

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

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

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

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

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

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

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

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

Where:

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

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

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

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

- ❖ **Grouted-in-Place Clay Pavers**
 - Paving brick shall be 2 1/4" x 3 5/8" x 7 5/8" and shall meet the requirements of ASTM C902 for Class SX, Type 1 brick and ASTM C1272.
 - The bricks shall be placed in a Soldier Course pattern on type A and Type C ramps, or in the Herringbone or Soldier Course pattern on Type B ramps.
 - The bricks shall be saw cut only and any brick shall not be less than 25% of a full brick.
 - Type M mortar shall be used for the setting bed and grouted joints in accordance with ASTM C270, Table 1 (Masonry Cement Type only).
- ❖ **Cast-in-Place Tiles:** Acceptable products include Detectable Warning System's E-Z-Set Ceramic Composite Detectable Warning Panels, Armor Tile's Cast In Place System, ADA Solution's Composite Paver, CASTinTACT Detectable Warning Panel, or approved equal.
- ❖ Color for all surfaces options shall be 'brick red'. Surface applied retrofit tiles shall not be allowed. Any color variation to meet contrast requirements must be approved by City Engineer



4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 11.80
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 11.80
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 10.49
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 9.88
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 9.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 9.18
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 21.17
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 18.39
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 15.97
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 15.41
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 14.94
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 14.76
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 10.31
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 9.88
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 9.31
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 9.13
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 8.45
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 8.45
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 20.47
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 19.37
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 18.32
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 18.13
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 17.75
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 17.28
SECTION 5: CG-1 Curbing - New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 24.43
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 19.88
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 17.18
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 16.70
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 15.97
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 14.33
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 31.04
4.32	CG-1 Replacement	101-200	L.F.	\$ 29.47
4.33	CG-1 Replacement	201-500	L.F.	\$ 27.79
4.34	CG-1 Replacement	501-750	L.F.	\$ 24.68
4.35	CG-1 Replacement	751-1000	L.F.	\$ 23.82
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 22.02
SECTION 7: CG-2 Curbing - New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 24.30
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 17.71
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 17.14
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 15.38
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 15.25
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 14.81

SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$ 32.37	
4.44	CG-2 Replacement	101-200	L.F.	\$ 28.58	
4.45	CG-2 Replacement	201-500	L.F.	\$ 28.10	
4.46	CG-2 Replacement	501-750	L.F.	\$ 26.68	
4.47	CG-2 Replacement	751-1000	L.F.	\$ 24.87	
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 21.98	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 66.92	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 64.64	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 58.10	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 53.35	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 52.30	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 51.26	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 48.60	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 70.44	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 68.43	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 64.79	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 62.65	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 60.84	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 55.25	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 48.79	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 5.79	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 5.56	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.90	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.47	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.09	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.04	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.00	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.27	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 5.80	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.44	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.00	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.72	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.67	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.34	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 9.31	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 11.25	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 39.33	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 46.60	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 8.74	\$ 9.72
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 6.19	\$ 6.74
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 4.45	\$ 4.67
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 4.45	\$ 4.67
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.27	\$ 4.48
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.17	\$ 4.30
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 3.72	\$ 3.80

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 8.57	\$ 8.75
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 8.46	\$ 8.54
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.07	\$ 8.07
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 6.93	\$ 7.13
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 6.46	\$ 6.74
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 5.89	\$ 6.65
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.23	\$ 5.61
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 8.74	\$ 8.93
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 7.14	\$ 7.51
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 4.66	\$ 5.14
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.19	\$ 4.66
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 3.80	\$ 4.28
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 3.78	\$ 4.20
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 3.61	\$ 4.00
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 10.39	\$ 10.83
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 10.06	\$ 10.54
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.21	\$ 7.51
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.83	\$ 6.84
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.85	\$ 5.05
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.80	\$ 4.99
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 4.66	\$ 4.85
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 - 20	Sq.Ft.	\$ 15.37	\$ 15.37
4.110	10" Thick Concrete Patch	21 - 70	Sq.Ft.	\$ 14.43	\$ 14.43
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 13.34	\$ 13.34
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ 11.65	\$ 11.65
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 10.50	\$ 10.48
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 7.53	\$ 7.83
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 5.53	\$ 5.87
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 5.53	\$ 5.87
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.40	\$ 5.84
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.25	\$ 5.61
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.21	\$ 5.56
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 10.05	\$ 10.50
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.60	\$ 10.05
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.98	\$ 9.53
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.11	\$ 8.57
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.36	\$ 7.89
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.74	\$ 7.45
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.29	\$ 7.28
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 10.62	\$ 10.77
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.06	\$ 8.36
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.12	\$ 6.46
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.12	\$ 6.46
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.62	\$ 5.97
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.37	\$ 5.72
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.31	\$ 5.66

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>10.23</u>	\$ <u>10.62</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>9.80</u>	\$ <u>10.05</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>9.09</u>	\$ <u>9.60</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>8.93</u>	\$ <u>8.99</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>8.78</u>	\$ <u>8.81</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.06</u>	\$ <u>8.37</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.21</u>	\$ <u>8.11</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ <u>2.81</u>	\$ <u>2.81</u>
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.03</u>	\$ <u>1.03</u>
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.87</u>	\$ <u>0.87</u>
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.67</u>	\$ <u>0.67</u>
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.54</u>	\$ <u>0.54</u>
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.47</u>	\$ <u>0.47</u>
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.46</u>	\$ <u>0.46</u>
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.38</u>	\$ <u>0.38</u>
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>21.91</u>	\$ <u>21.00</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>20.00</u>	\$ <u>19.10</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>17.79</u>	\$ <u>16.88</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>16.77</u>	\$ <u>15.86</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>13.81</u>	\$ <u>12.90</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>12.36</u>	\$ <u>11.45</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>12.20</u>	\$ <u>11.29</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>30.05</u>	\$ <u>29.15</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>27.25</u>	\$ <u>26.34</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>21.41</u>	\$ <u>20.50</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>20.39</u>	\$ <u>19.48</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>19.24</u>	\$ <u>18.33</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>16.88</u>	\$ <u>15.98</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>15.82</u>	\$ <u>14.91</u>
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>21.91</u>	\$ <u>21.00</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>20.00</u>	\$ <u>19.10</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>19.60</u>	\$ <u>18.69</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>18.58</u>	\$ <u>17.67</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>15.62</u>	\$ <u>14.71</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>14.17</u>	\$ <u>13.26</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>14.00</u>	\$ <u>13.10</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>31.86</u>	\$ <u>30.96</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>29.06</u>	\$ <u>28.15</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>23.22</u>	\$ <u>23.22</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>23.10</u>	\$ <u>21.20</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>21.05</u>	\$ <u>21.05</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>18.69</u>	\$ <u>17.79</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>17.63</u>	\$ <u>16.72</u>

NON PREVAILING WAGE

SECTION 29: 4" Brick Red Stamped Concrete Flatwork					
4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	\$ <u>10.38</u>	\$ <u>10.38</u>
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	\$ <u>7.91</u>	\$ <u>7.91</u>
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	\$ <u>5.91</u>	\$ <u>5.91</u>
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	\$ <u>4.85</u>	\$ <u>4.85</u>
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	\$ <u>4.47</u>	\$ <u>4.47</u>
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	\$ <u>4.27</u>	\$ <u>4.27</u>
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	\$ <u>4.27</u>	\$ <u>4.27</u>
Hours of Service and Contact Information					
State hours normal service is available				7 a.m. to 5 p.m., 5 days per wk	
Emergency service available				24 HOURS PER DAY — a.m. to — p.m., 7 days per wk	
Name of person to call for service				Ed Lipowicz IV	
Telephone of person to call for service				913-208-8233 cell	
City standard payment terms are Net 30 after receipt of invoice and certified payroll.					
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input type="checkbox"/> No <input type="checkbox"/>

4.0 PRICING: Contractor must provide for square foot, linear foot and/or square yard for materials, etc.

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$ 13.03
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$ 13.03
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$ 11.59
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$ 10.91
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$ 10.61
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$ 10.14
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$ 23.39
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$ 20.32
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$ 17.64
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$ 17.02
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$ 16.50
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$ 16.30
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$ 11.39
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$ 10.91
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$ 10.28
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$ 10.08
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$ 9.77
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$ 9.77
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$ 22.61
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$ 21.40
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$ 20.24
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$ 20.03
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$ 19.61
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$ 19.09
SECTION 5: CG-1 Curbing - New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$ 26.99
4.26	CG-1 Curbing - New	101-200	L.F.	\$ 21.96
4.27	CG-1 Curbing - New	201-500	L.F.	\$ 18.98
4.28	CG-1 Curbing - New	501-750	L.F.	\$ 18.45
4.29	CG-1 Curbing - New	751-1000	L.F.	\$ 17.64
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$ 15.83
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$ 34.29
4.32	CG-1 Replacement	101-200	L.F.	\$ 32.56
4.33	CG-1 Replacement	201-500	L.F.	\$ 30.70
4.34	CG-1 Replacement	501-750	L.F.	\$ 27.27
4.35	CG-1 Replacement	751-1000	L.F.	\$ 26.32
4.36	CG-1 Replacement	1001-2000	L.F.	\$ 24.33
SECTION 7: CG-2 Curbing - New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$ 26.85
4.38	CG-2 Curbing - New	101-200	L.F.	\$ 19.56
4.39	CG-2 Curbing - New	201-500	L.F.	\$ 18.93
4.40	CG-2 Curbing - New	501-750	L.F.	\$ 16.99
4.41	CG-2 Curbing - New	751-1000	L.F.	\$ 16.84
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$ 16.36



SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$ 35.76	
4.44	CG-2 Replacement	101-200	L.F.	\$ 31.57	
4.45	CG-2 Replacement	201-500	L.F.	\$ 31.04	
4.46	CG-2 Replacement	501-750	L.F.	\$ 29.47	
4.47	CG-2 Replacement	751-1000	L.F.	\$ 27.48	
4.48	CG-2 Replacement	1001-2000	L.F.	\$ 24.28	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$ 73.94	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$ 71.42	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 64.19	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 58.94	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 57.79	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 56.64	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 53.70	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$ 77.83	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$ 75.61	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$ 71.59	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$ 69.22	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$ 67.22	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$ 61.04	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$ 53.91	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.39	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.14	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 4.30	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.72	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.31	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.25	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 2.20	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 6.92	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.40	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.80	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.20	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.89	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.84	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.47	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 10.28	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 12.43	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 43.45	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 51.49	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 9.65	\$ 10.73
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 6.83	\$ 7.44
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 4.91	\$ 5.15
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 4.91	\$ 5.15
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.71	\$ 4.95
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.60	\$ 4.75
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 4.10	\$ 4.20

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 9.46	\$ 9.66
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.34	\$ 9.43
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 8.91	\$ 8.91
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 7.65	\$ 7.87
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.13	\$ 7.44
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.50	\$ 7.34
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.77	\$ 6.19
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 9.65	\$ 9.86
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 7.88	\$ 8.29
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 5.14	\$ 5.67
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.62	\$ 5.14
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.19	\$ 4.72
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.17	\$ 4.63
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 3.98	\$ 4.42
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 11.48	\$ 11.96
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 11.11	\$ 11.64
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.96	\$ 8.29
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.54	\$ 7.55
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.35	\$ 5.57
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.30	\$ 5.51
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.14	\$ 5.35
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 - 20	Sq.Ft.	\$ 16.98	\$ 16.98
4.110	10" Thick Concrete Patch	21 - 70	Sq.Ft.	\$ 15.94	\$ 15.94
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 14.74	\$ 14.74
4.112	10" Thick Concrete Patch	>260	Sq.Ft.	\$ 12.87	\$ 12.87
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 11.60	\$ 11.57
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 8.31	\$ 8.65
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 6.10	\$ 6.48
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 6.10	\$ 6.48
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.96	\$ 6.45
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.80	\$ 6.19
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.75	\$ 6.14
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 11.10	\$ 11.60
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 10.60	\$ 11.10
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 9.92	\$ 10.52
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.96	\$ 9.46
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 8.13	\$ 9.16
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 7.44	\$ 8.23
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.95	\$ 8.04
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 11.73	\$ 11.90
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.90	\$ 9.23
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.76	\$ 7.13
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 6.76	\$ 7.13
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 6.21	\$ 6.59
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.93	\$ 6.32
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.86	\$ 6.25



SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ <u>11.30</u>	\$ <u>11.73</u>
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ <u>10.82</u>	\$ <u>11.10</u>
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ <u>10.04</u>	\$ <u>10.60</u>
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ <u>9.86</u>	\$ <u>9.93</u>
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ <u>9.70</u>	\$ <u>9.73</u>
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ <u>8.90</u>	\$ <u>9.24</u>
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ <u>7.96</u>	\$ <u>8.96</u>
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ <u>3.10</u>	\$ <u>3.10</u>
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ <u>1.13</u>	\$ <u>1.13</u>
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ <u>0.96</u>	\$ <u>0.96</u>
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ <u>0.73</u>	\$ <u>0.73</u>
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ <u>0.59</u>	\$ <u>0.59</u>
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ <u>0.51</u>	\$ <u>0.51</u>
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ <u>0.50</u>	\$ <u>0.50</u>
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ <u>0.41</u>	\$ <u>0.41</u>
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.20</u>	\$ <u>23.20</u>
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>22.10</u>	\$ <u>21.10</u>
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>19.65</u>	\$ <u>18.65</u>
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>18.52</u>	\$ <u>17.52</u>
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>15.25</u>	\$ <u>14.25</u>
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>13.65</u>	\$ <u>12.65</u>
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>13.47</u>	\$ <u>12.47</u>
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>33.20</u>	\$ <u>32.20</u>
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>30.10</u>	\$ <u>29.10</u>
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>23.65</u>	\$ <u>22.65</u>
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>22.52</u>	\$ <u>21.52</u>
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>21.25</u>	\$ <u>20.25</u>
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>18.65</u>	\$ <u>17.65</u>
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>17.47</u>	\$ <u>16.47</u>
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ <u>24.20</u>	\$ <u>23.20</u>
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ <u>24.10</u>	\$ <u>23.10</u>
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ <u>21.65</u>	\$ <u>20.65</u>
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ <u>20.52</u>	\$ <u>19.52</u>
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ <u>17.25</u>	\$ <u>16.25</u>
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ <u>15.65</u>	\$ <u>14.65</u>
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ <u>15.47</u>	\$ <u>14.47</u>
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ <u>35.20</u>	\$ <u>34.20</u>
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ <u>32.10</u>	\$ <u>31.10</u>
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ <u>25.65</u>	\$ <u>25.65</u>
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ <u>25.52</u>	\$ <u>24.52</u>
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ <u>23.25</u>	\$ <u>23.25</u>
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ <u>20.65</u>	\$ <u>19.65</u>
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ <u>19.47</u>	\$ <u>18.47</u>

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SECTION 26: 4" Brick Red Stamped Concrete flatwork					
4.177	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ 11.46	\$ 11.46
4.178	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ 8.73	\$ 8.73
4.179	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ 6.52	\$ 6.52
4.180	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ 5.35	\$ 5.35
4.181	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ 4.93	\$ 4.93
4.182	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ 4.71	\$ 4.71
4.183	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ 4.71	\$ 4.71
Hours of Service and Contact Information					
State hours normal service is available				7 a.m. to 5 p.m., 5 days per wk	
Emergency service available				24 HOURS PER DAY	
Name of person to call for service				Ed Lipowicz III	
Telephone of person to call for service				913-208-8233 cell	
City standard payment terms are Net 30 after receipt of invoice and certified payroll.				2% 10; NET 30	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?					Yes <input type="checkbox"/> No <input type="checkbox"/>

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 NO INITIALS 

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

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

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

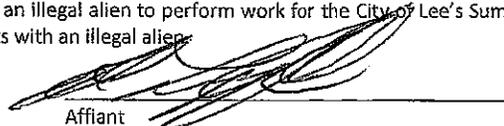


CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Jackson)
State of Missouri) ss.

My name is Ed Lipowicz. I am an authorized agent of Quality Custom Construction (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
Ed Lipowicz IV
Printed Name

Subscribed and sworn to before me this 26th day of September, 2018.


Notary Public

SEAL

LISA M. COLLINS
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires: October 17, 2018
Commission Number: 14530255



7.0 REFERENCES AND EXPERIENCE: PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. 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: <u>16</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>City of Lee's Summit</u>	
Address: <u>220 SE Green St</u> <u>LS MO</u>	
Contact Person: <u>DeeDee Tschurhart</u> Title: <u>Procurement Officer</u> Telephone No: <u>816-969-1087</u>	
Description of Work/Services Performed: <u>Concrete Flatwork, Curb, Street Repair</u>	
Contract Amount: \$ <u>794,970.87</u>	Completion Date: <u>12/31/2017 - Ongoing</u>
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Lee's Summit School District</u>	
Address: <u>502 SE Transport Dr.</u> <u>LS MO</u>	
Contact Person: <u>Kyle Gornell</u> Title: <u>Director of Facilities</u> Telephone No: <u>816-985-3119</u>	
Description of Services Performed:	
Contract Amount: \$ <u>412,350.03</u>	Completion Date: <u>12/31/2017 - Ongoing</u>

8.0 PERSONNEL QUALIFICATIONS:

Contractor is REQUIRED to provide the information below in FULL DETAIL.
Indicate person who will be supervising project and years of experience in similar work.
Name: Ed Lipowicz IV # of Years: 18
Type of Experience: All areas of concrete construction management

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
<u>Jeremiah Rose</u>	<u>Site Foreman / Cement Mason</u>	<u>22 yrs / ACI /</u>
<u>David Rose</u>	<u>Site Coordinator / Operator / Cement Mason</u>	<u>19 yrs / Con. Mgmt.</u>
<u>Eric Moeller</u>	<u>Cement Mason / Forms Supervisor</u>	<u>21 yrs / Multiple areas of concrete construction</u>
<u>Travis Moore</u>	<u>Operator / Cement Mason / Site Prep</u>	<u>16 yrs</u>
<u>Steve Jackson</u>	<u>Carpenter / Cement Mason</u>	<u>22 yrs / MODOT Projects</u>
<u>Rob Summers</u>	<u>Carpenter / Cement Mason</u>	<u>14 yrs</u>
<u>Brian Irwin</u>	<u>Cement Mason</u>	<u>26 yrs / Class A concrete construction</u>
<u>Chris Benton</u>	<u>Cement Mason</u>	<u>17 yrs</u>
<u>Mike Patrick</u>	<u>Cement Mason</u>	<u>15 yrs</u>

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, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of 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
Procurement and Contract Services
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 01 0 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.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.
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:

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- (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

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or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

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

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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 in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a 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.

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- 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 an 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.
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 DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4 (07-14) A1



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____,
My commission expires _____.

Notary Public

Receipt by Authorized Public Representative

PW-4 (04-11) A1



Company ID Number: 267325

Approved by:

Employer QUALITY CUSTOM CONSTRUCTION	
Name (Please Type or Print) EDMUND R LIPOWICZ IV	Title
Signature Electronically Signed	Date 10/22/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/22/2009

Company ID Number: 267325

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	QUALITY CUSTOM CONSTRUCTION
Company Facility Address	9707 S. CORN ROAD Lone Jack, MO 64070
Company Alternate Address	9707 S Corn Rd Lone Jack, MO 64070
County or Parish	JACKSON
Employer Identification Number	201823753
North American Industry Classification Systems Code	238
Parent Company	QUALITY CUSTOM CONCEPTS INC
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 267325

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

Name EDMUND R LIPOWICZ IV
Phone Number (816) 697 - 3232
Fax Number (816) 697 - 3232
Email Address edlipowicz@sbcglobal.net

Packet Information

File #: TMP-1195, **Version:** 1

An Ordinance approving the award of Bid No. 2019-040 for service and maintenance of generators for a one-year term with up to four, one-year renewals to Central Power Systems and Services, LLC (Contract No. 2019-040-1) and to Greenwood Energy Solutions, LLC dba Smart Power Services (Contract No. 2019-040-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance approving the award of Bid No. 2019-040 for service and maintenance of generators for a one-year term with up to four, one-year renewals to Central Power Systems and Services, LLC (Contract No. 2019-040-1) and to Greenwood Energy Solutions, LLC dba Smart Power Services (Contract No. 2019-040-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

The City requires service and maintenance of generators for various emergency and critical needs of the Fire Department, Central Building Services Department and the Water Department. These services are vital to keeping power running for the applicable facilities and emergency power.

The Water Department is responsible for preventative maintenance and repairs of twenty (20) diesel engine generator sets that serve as backup power for critical water and wastewater pumping stations throughout the City. Timely access to repair and perform preventative maintenance services is essential for the continued reliable operation of this equipment and the water and wastewater systems.

The Lee's Summit Fire Department is responsible for preventative maintenance repairs for generators for the provision of backup power for all seven (7) fire stations located throughout the City.

Central Building Services is responsible for preventative maintenance and repairs for two (2) generators for the provision of backup power for City Hall and the City Hall Parking Facility.

Key Issues:

- The City's current Contract No. 2016-045-1/2R for service and maintenance of generators is set to expire on May 30, 2019.
- The Procurement and Contract Services Division formally solicited Bid No. 2019-040 for Service and Maintenance of Generators via its' e-bidding service Public Purchase.
- Thirty-three (33) potential bidders were notified via the City's e-bidding service, Public Purchase. The advertisement for the formal bid was also posted on the City's website. Public Purchase Report Records show that twenty-two (22) potential firms accessed the online bid document 2019-040.
- Upon the bid opening date of January 24, 2019, the Procurement and Contract Services Division received six (6) bids. The Project Managers from the Fire, Central Building Services Department and the Water Department evaluated the bids received and the attached bid tabulation. Based on the critical need for such service, the

Project Managers deemed it necessary to recommend dual award to the two lowest and most responsive bidders which were Central Power Systems and Services and Greenwood Energy Solutions, LLC DBA Smart Power Services.

- If awarded, the bid tabulation amounts identified shall lock in unit prices identified for both inspections and hourly rates for repair and maintenance needs. Upon award of an Ordinance by the City Council, one-year contracts, with up four (4) one-year renewals, will be executed with both companies. The proposed contracts include provisions for repair and maintenance and new work and installation, as needed, as a yearly contract. A copy of the contract documents are attached.

Proposed Committee Motion:

I move to recommend to City Council for approval of An Ordinance approving the award of Bid No. 2019-040 for service and maintenance of generators for a one-year term with up to four, one-year renewals to Central Power Systems and Services, LLC (Contract No. 2019-040-1) and to Greenwood Energy Solutions, LLC dba Smart Power Services (Contract No. 2019-040-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Michael Riley, Operations & Maintenance Manager for Water Utilities

Recommendation: Staff recommends approval of An Ordinance approving the award of Bid No. 2019-040 for service and maintenance of generators for a one-year term with up to four, one-year renewals to Central Power Systems and Services, LLC (Contract No. 2019-040-1) and to Greenwood Energy Solutions, LLC dba Smart Power Services (Contract No. 2019-040-2) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

Committee Recommendation:

BILL NO. 19-

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2019-040 FOR SERVICE AND MAINTENANCE OF GENERATORS FOR A ONE-YEAR TERM WITH UP TO FOUR, ONE-YEAR RENEWALS TO CENTRAL POWER SYSTEMS AND SERVICES, LLC (CONTRACT NO. 2019-040-1) AND TO GREENWOOD ENERGY SOLUTIONS, LLC DBA SMART POWER SERVICES (CONTRACT NO. 2019-040-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the service and maintenance of generators is a key, critical element for the City of Lee's Summit Fire, Water and Central Building Services departments; and,

WHEREAS, the City of Lee's Summit ("City"), through the Procurement and Contract Services Division issued Bid No. 2019-040 for the service and maintenance of generators; and,

WHEREAS, Bid No. 2019-040 was advertised through the City's e-procurement system, Public Purchase, and sent to thirty-three (33) potential bidders; and,

WHEREAS, of the six (6) bids received by the Procurement and Contract Services Division, the bids from Central Power Systems & Services, LLC and Greenwood Energy Solutions, LLC dba Smart Power Services, were both deemed necessary for dual award by the Project Managers based on the City's critical need for such services, and having both met the criteria as low and responsible bidders for Bid No. 2019-040.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the dual award of Bid No. 2019-040 to Central Power Systems & Services, LLC and Greenwood Energy Solutions, LLC dba Smart Power Services for an initial one-year term with up to four one-year renewal terms.

SECTION 2. The agreements by and between the City and Central Power Systems & Services, LLC and the City and Greenwood Energy Solutions, LLC dba Smart Power Services, attached as Exhibit A and Exhibit B respectively and incorporated herein by reference, for the service and maintenance of generators as described in Bid No. 2019-040, are hereby approved, and the City Manager is hereby authorized to execute such agreements by and on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

BILL NO. 19-

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White



UNOFFICIAL BID TABULATION

<i>This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.</i>					BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS
Bid No.: 2019-040					Central Power Systmes & Services	CK Power	Clifford Power	Cummins Inc.	Pro Circuit, Inc.	Greenwood Energy Solutions LLC dba Smart Power Services
PROJECT: Service & Maintenance of Generators					Liberty, MO	Lenexa, KS	Independence, MO	White Bear Lake, MN	Kansas City, MO	Lee's Summit, MO
DATE/TIME: 01/24/2019 at 2:00 PM										
Item No.	Location	Brand/Type	Model #	Serial #	ANNUAL INSPECTION UNIT PRICE	ANNUAL INSPECTION UNIT PRICE	ANNUAL INSPECTION UNIT PRICE	ANNUAL INSPECTION UNIT PRICE	ANNUAL INSPECTION UNIT PRICE	ANNUAL INSPECTION UNIT PRICE
SECTION 1: WATER OPERATIONS PUMP GENERATORS:										
4.1	Tudor Rd 1751 NE Tudor Rd	Gen #1-Cummins 450 KW	GTA-28	25410308	\$950.00	\$865.00	\$984.80	\$1,213.25	\$1,181.20	\$615.00
		Gen #2-Cummins 450 KW	GTA-28	25410304	\$950.00	\$865.00	\$984.80	\$1,213.25	\$1,181.20	\$615.00
		Gen #3-Caterpillar 480	3412	7DB01627	\$950.00	\$1,435.00	\$872.00	\$1,213.25	\$1,181.20	\$615.00
4.2	Scruggs Road Lift Station, 2211 NE Scruggs Road	Caterpillar 600 KW	3412	09EP03200	\$1,075.00	\$1,030.00	\$1,104.80	\$1,328.24	\$1,181.20	\$800.00
4.3	High Service 620 NE Douglas	Caterpillar 1250 KW	3512	3MS00219	\$1,675.00	\$1,955.00	\$1,826.40	\$2,573.70	\$2,196.92	\$950.00
4.4	South Terminal, 1399 Ward Rd	Caterpillar 2000 KW	AFDN00229	4FN01959	\$2,250.00	\$3,045.00	\$2,288.00	\$3,202.88	\$2,183.42	\$1,250.00
4.5	Lee's Summit Lift Station 22901 NW Lee's Summit Road	Aska 250 KW	APD-UJL250	L131424	\$575.00	\$690.00	\$577.60	\$718.75	\$1,025.44	\$450.00
4.6	Douglas Road Lift Station, 1700 NE Douglas Road	Cummins 80 KW	80DGDA	B930499934	\$400.00	\$420.00	\$428.80	\$600.50	\$616.00	\$400.00
4.7	Rice Lift Station 2099 NE Rice Road	Cummins 35 KW	DGCA-3373969	F990929159	\$370.00	\$390.00	\$376.00	\$550.23	\$606.25	\$250.00
4.8	Woodland Shores Lift Station, 2359 NE Breeze Point	Generac SD0100 100 KW	2839250100	2070537	\$455.00	\$405.00	\$580.00	\$600.50	\$565.21	\$255.00
4.9	Anderson Lift Station, 198 NW Anderson Drive	Kohler 26 KW	20RE0ZJB	736562	\$370.00	\$385.00	\$361.00	\$550.23	\$565.21	\$189.00
4.10	Legacy Park Lift Station, 950 NE Blackwell Pkwy	Generac SD0030 30 KW	3323520100	2073138	\$350.00	\$380.00	\$379.20	\$550.23	\$565.21	\$189.00
4.11	Legacy Woods Lift, 3000 SE Legacy Drive	Generac SD0100 100 KW	5501510100	2084031	\$455.00	\$465.00	\$480.00	\$600.50	\$565.21	\$255.00
4.12	Water Utility Service Center (WUSC) 1200 SE Hamblen Rd	Generac 500 KW	GTA312A1B	1033175546	\$1,075.00	\$980.00	\$919.20	\$1,328.24	\$1,018.95	\$615.00
4.13	Oaks Ridge Meadows - Generator #1, 5716 NE Maybrook Rd	Cummins 35 KW	DG8B5732282	F050796085	\$375.00	\$390.00	\$376.00	\$550.23	\$565.21	\$189.00
4.14	Oaks Ridge Meadows - Generator #2, 202 NE Anderson Drive	Generac SD0060 165 KW	10066750100	2101201	\$375.00	\$405.00	\$535.20	\$718.75	\$565.21	\$225.00
4.15	Middle Big Creek/Mouse Cr. 4114 SW Ward Road	Kohler 450 KW	450RE0ZDD	2272697	\$675.00	\$635.00	\$877.60	\$1,213.25	\$720.97	\$615.00
4.16	Arbores Lift Station 1221 Long Ridge Road	Cummins 60 KW	DG8B-5732282	F50796084	\$375.00	\$405.00	\$432.00	\$550.23	\$565.21	\$225.00
4.17	Savanna Woods Lift Station 1737 NE Parkwood Drive	Cummins 150 KW	DGFA	L060002715	\$495.00	\$620.00	\$562.40	\$718.75	\$617.13	\$325.00
4.18	HCA Excess Flow Holding 2051 SE Shenandoah Drive	Caterpillar 25 KW	D25-65	00L366N3C00691	\$355.00	\$400.00	\$351.20	\$550.23	\$565.21	\$189.00
SECTION 1 GRAND TOTAL					\$14,550.00	\$16,165.00	\$15,297.00	\$20,545.19	\$18,231.56	\$9,216.00



UNOFFICIAL BID TABULATION

This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.					BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	BIDDER NAME/ADDRESS	
Bid No.: 2019-040					Central Power Systmes & Services	CK Power	Clifford Power	Cummins Inc.	Pro Circuit, Inc.	Greenwood Energy Solutions LLC dba Smart Power Services	
PROJECT: Service & Maintenance of Generators					Liberty, MO	Lenexa, KS	Independence, MO	White Bear Lake, MN	Kansas City, MO	Lee's Summit, MO	
DATE/TIME: 01/24/2019 at 2:00 PM											
SECTION 2: CITY HALL & PARKING GARAGE GENERATORS				Brand/Type	Model #	Serial #	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE (INSPECTION 2X PER YEAR)	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE (INSPECTION 2X PER YEAR)	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE (INSPECTION 2X PER YEAR)	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE (INSPECTION 2X PER YEAR)	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	\$600.00	\$634.00	\$850.00	\$1,070.89	\$745.82	\$485.00	
4.20	City Hall Parking Garage, 220 SE Green St	Kohler 50 KW	50RZGB	2085121	\$550.00	\$555.00	\$601.80	\$921.73	\$745.82	\$385.00	
SECTION 2 GRAND TOTAL					\$1,150.00	\$1,189.00	\$1,451.80	\$1,992.62	\$1,491.64	\$870.00	
SECTION 3: FIRE DEPARTMENT GENERATORS:				Brand/Type	Model #	Serial #	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION 2X PER YEAR	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION 2X PER YEAR	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION 2X PER YEAR	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION 2X PER YEAR	TOTAL PRICE FOR SEMI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTION 2X PER YEAR
4.21	Station 1, 207 SE Douglas	Caterpillar 100 KW	G100F3	OLYENFC01495	\$520.00	\$634.00	\$782.10	\$922.04	\$849.66	\$380.00	
4.22	Station 2, 2000 NE Rice	Kohler 180 180 KW	180RE0ZJE	2327669	\$775.00	\$802.00	\$792.90	\$1,021.96	\$849.66	\$510.00	
4.23	Station 3, 210 SW Pryor Rd	Generac 15 KW	SG0047420	3679303	\$485.00	\$511.00	\$505.80	\$658.18	\$745.82	\$349.00	
4.24	Station 4, 404 NE Woods Chapel Rd	Generac 15 KW	SG0047420	3679304	\$485.00	\$511.00	\$505.80	\$658.18	\$745.82	\$349.00	
4.25	Station 5, 3650 SW Windemere Dr	Generac 15 KW	SG0047420	3700942	\$485.00	\$511.00	\$505.80	\$658.18	\$745.82	\$349.00	
4.26	Station 6, 101 NE Blackwell Rd	Generac 60 KW	97A02739-S	2035067	\$525.00	\$505.00	\$580.50	\$548.75	\$797.74	\$385.00	
4.27	Station 7, 2150 Scherer Rd	Generac 150 KW	7167160200	2090586	\$625.00	\$840.00	\$720.90	\$1,021.96	\$797.74	\$510.00	
SECTION 3 GRAND TOTAL					\$3,900.00	\$4,314.00	\$4,393.80	\$5,489.25	\$5,532.26	\$2,832.00	
SECTION 1, 2 & 3 GRAND TOTAL					\$19,600.00	\$21,668.00	\$21,142.60	\$28,027.06	\$25,255.46	\$12,918.00	
REPAIR AND MAINTENANCE--(Prevailing Wage is NOT applicable)											
4.28	State the percentage that will be added to your cost for materials used for repairs				25%	10%	20%	25%	15%	15%	
4.29	Hourly rate for regular service				\$100.00	\$110.00	\$130.00	\$158.00	\$90.00	\$73.00	
4.30	Hourly rate for after hour service, if required				\$150.00	\$150.00	\$195.00	\$203.00	\$135.00	\$90.50	
4.31	Hourly rate for weekends or holidays, if required				\$175.00	\$150.00	\$260.00	\$271.00	\$180.00	\$90.50	
4.32	Hourly rate for emergency service, if required				\$125.00	\$200.00	\$260.00	At above applicable rate	\$135.00	\$95.25	
NEW WORK/INSTALLATION--(Prevailing wage IS applicable for work over \$75,000) PWO 25.1 if work exceeds \$75,000											
4.33	State the percentage that will be added to your cost for materials used for new installation				25%	10%	20%	25%	15%	15%	
4.34	Hourly rate for regular service				\$100.00	\$110.00	\$135 w/ 4 hr min	\$158.00	\$64.37	\$76.50	
4.35	Hourly rate for after hour service, if required				\$150.00	\$150.00	\$202.50 w/ 4 hr min	\$203.00	\$96.55	\$115.00	
4.36	Hourly rate for weekends or holidays, if required				\$175.00	\$150.00	\$270 w/ 4 hr min	\$271.00	\$128.74	\$125.50	
4.37	Hourly rate for emergency service, if required				\$125.00	\$200.00	\$270 w/ 4 hr min	At above applicable rate	\$96.55	\$125.50	
Opened Electronically By: Tarah Daugherty					UNOFFICIAL						

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 Central Power Systems & Services, LLC (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 31st, 2019 to May 30th, 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				

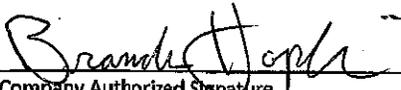
Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

Central Power Systems & Services

Company Name



Company Authorized Signature

Services Sales 3/22/19

Title Date

Branden Hopkins

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1085 Phone 816-969-1081 Fax
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 24TH, 2019

The cutoff date for any questions for this bid is Thursday, January 17th, 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.

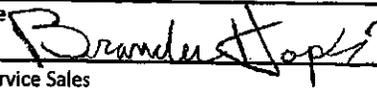
Company Name Central Power Systems & Services	Authorized Person (Print) Branden Hopkins
Address 1900 plumbers Way	Signature 
City/State/Zip Liberty, MO 64068	Title Service Sales
Telephone # 816-781-8070	Date 1/22/18
Fax # 816-781-2207	Tax ID # 48-0583593
E-mail Branden.Hopkins@cpower.com	Entity Type LLC

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Specifications	Page 8-10
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Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000).	Page 15
E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page 15
References and Experience	Page 16
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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 24th, 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.

Tarak 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 17th, 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, and 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. 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.

SECTION 1: WATER OPERATIONS PUMP GENERATORS:					
ITEM NO	LOCATION	BRAND/TYPE	MODEL#	SERIAL #	ANNUAL INSPECTION UNIT PRICE
4.1	Tudor Road 1751 NE Tudor	Gen #1 Cummins 450 KW	GTA-28	25410308	\$ 950.00
		Gen #2 Cummins 450 KW	GTA-28	25410304	\$ 950.00
		Gen #3 Caterpillar 480 KW	3412	7D801627	\$ 950.00
4.2	Scruggs Road Lift Station 2211 NE Scruggs Rd	Caterpillar 600 KW	3412	09EP03200	\$ 1075.00
4.3	High Service 620 NE Douglas	Caterpillar 1250 KW	3512	3MS00219	\$ 1675.00
4.4	South Terminal 1399 Ward Rd	Caterpillar 2000 KW	AFDN00229	4FN01959	\$ 2250.00
4.5	Lee's Summit Lift Station 22901 NW Lee's Summit Rd	Aska 250 KW	APD-UJ250	L131424	\$ 575.00
4.6	Douglas Road Lift Station 1700 NE Douglas Road	Cummins 80 KW	80DGDGA	B930499934	\$ 400.00
4.7	Rice Lift Station 2099 NE Rice Rd.	Cummins 35 KW	DGCA-3373969	F990929159	\$ 370.00
4.8	Woodland Shores Lift Station 2359 NE Breeze Point	Generac SD0100 100 KW	2839250100	2070537	\$ 455.00
4.9	Anderson Lift Station 198 NW Anderson Drive	Kohler 26 KW	20RE0ZJB	736562	\$ 370.00
4.10	Legacy Park Lift Station 950 NE Blackwell Pkwy	Generac SD0030 30 KW	3323520100	2073138	\$ 350.00
4.11	Legacy Woods Lift Station 3000 SE Legacy Drive	Generac SD0100 100 KW	5501510100	2084031	\$ 455.00
4.12	Water Utility Service Center (WUSC) 1200 SE Hamblen Rd	Generac 500 KW	GTA312A1B	1033175546	\$ 1075.00
4.13	Oak Ridge Meadows GENERATOR #1 5716 NE Maybrook Rd	Cummins 35 KW	DGBB5732282	F050796085	\$ 375.00
4.14	Oak Ridge Meadows GENERATOR #2 202 NE Anderson Drive	Generac SD0060 165 KW	10066750100	2101201	\$ 375.00
4.15	Middle Big Creek/Mouse Creek 4114 SW Ward Road	Kohler 450 KW	450RE0ZDD	2272697	\$ 675.00
4.16	Arbores Lift Station 1221 Long Ridge Rd	Cummins 60 KW	DGBB-5732282	F50796084	\$ 375.00
4.17	Savanna Woods Lift Station 1737 NE Parkwood Drive	Cummins 150 KW	DGFA	L060002715	\$ 495.00
4.18	HCA Excess Flow Holding 2051 SE Shenandoah Drive	Caterpillar 25 KW	D25-6S	00L366N3C00691	\$ 355.00
SECTION 1 GRAND TOTAL					\$ 14,550.00

SECTION 2: CITY HALL GENERATORS

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	\$ 600.00
4.20	City Hall Parking Garage 220 SE Green St	Kohler 50 KW	50RZGB	2085121	\$ 550.00
SECTION 2 GRAND TOTAL					\$ 1,150.00

SECTION 3: FIRE DEPARTMENT GENERATORS

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	OL YENFC01495	\$ 520.00
4.22	Station 2 2000 NE Rice	Kohler 180 180 KW	180RE0ZIE	2327669	\$ 775.00
4.23	Station 3 210 SW Pryor Rd	Generac 15 KW	SG0047420	3679303	\$ 485.00
4.24	Station 4 404 NE Woods Chapel Rd	Generac 15 KW	SG0047420	3679304	\$ 485.00
4.25	Station 5 3650 Windemere Dr	Generac 15 KW	SG0047420	3700942	\$ 485.00
4.26	Station 6 101 NE Blackwell Rd	Generac 60 KW	97A02739-S	2035067	\$ 525.00
4.27	Station 7 2150 Scherer Rd	Generac 150 KW	7167160200	2090586	\$ 625.00
SECTION 3 GRAND TOTAL					\$ 3,900.00

REPAIR & MAINTENANCE--(Prevailing Wage is NOT applicable)

4.28	State the percentage that will be added to your cost for materials used for repairs.	25 % added to cost
4.29	Hourly rate for regular service	\$ 100.00
4.30	Hourly rate for after hour service, if required	\$ 150.00
4.31	Hourly rate for weekends or holidays, if required	\$ 175.00
4.32	Hourly rate for emergency service, if required	\$ 125.00

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.

NOTE: For new work and Installation (lines 4.33-4.37)—Please be aware that 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.

4.33	State the percentage that will be added to your cost for materials used for new installation.	25 % added to cost
4.34	Hourly rate for regular service	\$ 100.00
4.35	Hourly rate for after hour service, if required	\$ 150.00
4.36	Hourly rate for weekends or holidays, if required	\$ 175.00
4.37	Hourly rate for emergency service, if required	\$ 125.00

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	15 % Discount
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.42 Please state below all addresses for service locations within the sixty (60) mile radius of zip code 64063: Central Power Systems & Services 1900 Plumbers Way Liberty, MO 64068	
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: 15% off normal rate if a rental unit is available	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.44 Please state below details regarding your Company's Warranty for General Service for Repair/Maintenance: 90days on the labor and manufacturer warranty for parts	
4.45 Please state below details regarding your Company's Warranty for New Work & Installation: 90days on the labor and manufacturer warranty for parts	
4.46 Will any portion of New Work/Installation be Subcontracted out by your company? If yes, what Area(s)? Electrical, Mechanical, Crane & Hoist, Concrete,Excavation.	<input type="checkbox"/> Yes <input type="checkbox"/> No Area(s):

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: <u>24/7</u>	<u> </u> a.m. to <u> </u> p.m., <u>7</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: Tina King Telephone Number: 816-415-6702 Email Address: Tina.King@cpower.com
As stated in Section 2.6.2, Please indicate the 24 hour Phone Number to be utilized for Emergency Service: 816-781-8070	

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: BH

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 Branden Hopkins I am an authorized agent of Central Power Systems & 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.

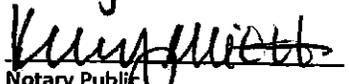
Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.



Affiant

Branden Hopkins
Printed Name

Subscribed and sworn to before me this 23rd day of January, 2019



Notary Public

SEAL
KILEY ELLIOTT
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COUNTY OF CLAY
MY COMMISSION EXPIRES 02/28/2020
COMMISSION # 11133929

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Central Power Systems & Services, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

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

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

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

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

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

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

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986; instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5; if the employee's basis for work authorization as attested in section 1 has expired or changed; or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

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

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

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

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

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

Employer **Central Power Systems & Services, Inc.**

Lewis A Paul

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/05/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/05/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 211308

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Central Power Systems & Services, Inc.

Company Facility Address: 9200 Liberty Drive

Liberty, MO 64068

**Company Alternate
Address:**

County or Parish: CLAY

Employer Identification

Number: 480583593

**North American Industry
Classification Systems**

Code: 811

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 10

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

- MISSOURI 3 site(s)



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- KANSAS 6 site(s)
- OKLAHOMA 1 site(s)

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

Name:	Lewis A Paul	Fax Number:	(816) 781 - 4518
Telephone Number:	(816) 792 - 9115		
E-mail Address:	lpaul@cpower.com		

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: 61
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.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Independence Power & Light</u>	
Address: <u>21500 E. Truman Rd</u> <u>Independence, MO</u> <u>64056</u>	
Contact Person: <u>Randy Peters</u>	
Title: <u>Director</u> Telephone No: <u>816-325-7525</u>	
<u>Description of Work/Services Performed:</u>	
2 year contract for generator PM & repair	
Contract Amount: \$ <u>\$33,000.00</u> Completion Date: <u>Current Agreement</u>	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Douglas County Kansas</u>	
Address: <u>111 E. 11th</u> <u>Lawrence, KS</u> <u>66044</u>	
Contact Person: <u>Randy Roberts</u>	
Title: <u>Director</u> Telephone No: <u>785-838-2470</u>	
<u>Description of Services Performed:</u>	
3 year contract for generator PM & repair	
Contract Amount: \$ <u>\$45,000.00</u> Completion Date: <u>Current Agreement</u>	

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: Jared Struzick # of Years: 13

Type of Experience: Service Manager

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
Jeff Houghtlin		13 Years
Logan Hoffman		13 Years
Jeremy King		7 Years
Tim Turner		13 Years
Josh Harp		7 Years
Josh Smith		7 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.

LIST OF SUBCONTRACTORS

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. Electrical	Mark One		816-842-7023	
2. Electrical	ECA		816-737-3206	
3. Hauling & Rigging	Haggard		816-221-7840	
4. Fuel Services	Carter Energy		913-643-2300	
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 debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of Intelligence.
 36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
 - A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
 - B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
 The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
 37. **BUILDING REGULATION, PERMITS AND LAW.**
 - A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
 - B Satisfy all current and applicable local codes, ordinances and licensing requirements.
 38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
 39. **CHANGES IN THE WORK**

- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
- 40. TIMING.**
- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
- 41. PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed, unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently 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.

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	\$25.76
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	\$19.67
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 \$48.91	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			
Lincium 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	48	\$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

**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 (11th) and twelfth (12th) 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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JACKSON COUNTY
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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. 125: 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.

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

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 24TH, 2019

The cutoff date for any questions for this bid is Thursday, January 17th, 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.

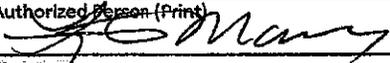
Greenwood Energy Solutions, LLC dba/ Smart Power Services	Larry Morris
Company Name	Authorized Person (Print)
1151 SE Century Dr	
Address	Signature
Lee's Summit, Mo 6408	Managing Member
City/State/Zip	Title
1816-366-0385 816-393-0330	January 14, 2019 27-1476978
Telephone # Fax #	Date Tax ID #
Larry@smartpowerkc.com	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 24th, 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 17th, 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.
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.

SECTION 1: WATER OPERATIONS PUMP GENERATORS:					
ITEM NO	LOCATION	BRAND/TYPE	MODEL#	SERIAL #	ANNUAL INSPECTION UNIT PRICE
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 GENERATOR #1 5716 NE Maybrook Rd	Cummins 35 KW	DGBB5732282	F050796085	\$ 189.00
4.14	Oak Ridge Meadows GENERATOR #2 202 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
SECTION 1 GRAND TOTAL					\$ 9,216.00

SECTION 2: CITY HALL GENERATORS					
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
SECTION 2 GRAND TOTAL					\$870.00
SECTION 3: FIRE DEPARTMENT GENERATORS					
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
SECTION 3 GRAND TOTAL					\$2832.00
REPAIR & MAINTENANCE--(Prevailing Wage is NOT applicable)					
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
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.					
NOTE: For new work and Installation (lines 4.33-4.37)—Please be aware that 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.					
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? <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No
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 5 % Discount
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? <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No
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 <input type="checkbox"/>Yes <input checked="" type="checkbox"/>No
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)? <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No 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

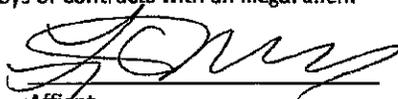
Project No. 2019-040

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:

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

Company ID Number: 467747

Information Required for the E-Verify Program	
Information relating to your Company:	
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.)	
<u>Prior Work/Services Performed for:</u>	
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>	
<u>Description of Work/Services Performed:</u>	
Service: Annual and Loadbank 3 different Generators (Listed below) Cummins - 250kW Cummins - 750kW Cat - 1250kW	
Also any repairs, service calls, or Transfer Switch Maintenance	
Contract Amount: \$ <u>10,000.00 (2017 revenue)</u> Completion Date: <u>n/a (No Contract, servicing since 2015)</u>	
<u>Prior Work/Services Performed for:</u>	
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>	
<u>Description of Services Performed:</u>	
Annuals, Semi-Annuals, repairs on all Fire Stations & area generators	
Contract Amount: \$ <u>15,813.00 (last 3 yrs revenue)</u> Completion Date: <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.

LIST OF REFERENCES AND EXPERIENCES (Cont.)	
Prior Work/Services Performed for:	
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
Description of Work/Services Performed:	
Perform: Loadbank, Transfer Switch Inspections, Annual, Semi-Annual, Quarterly, and Monthly inspections on Kohler 100kW generator	
Contract Amount: \$ 4,375.00 (2017 revenue)	Completion Date: 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)
Description of Work/Services Performed:	
Perform Annual on 3 different generators: Generac - 17kW Cummins - 50kW Generac - 8kW	
Contract Amount: \$ 5,400.00	Completion Date: 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
Description of Work/Services Performed:	
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.	
Contract Amount: \$ 12,430.00 (2011-2015 revenue)	Completion Date: 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.

LIST OF SUBCONTRACTORS

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

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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 (11th) and twelfth (12th) 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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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

**REPLACEMENT PAGE
JACKSON COUNTY
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.

Packet Information

File #: TMP-1198, **Version:** 1

An Ordinance approving Amendment No. 9 to the Budget for the fiscal year ending June 30, 2019 as adopted by Ordinance No. 8405, by establishing a new Pay and Classification Plan.

Issue/Request:

An Ordinance approving Amendment No. 9 to the Budget for the fiscal year ending June 30, 2019 as adopted by Ordinance No. 8405, by establishing a new Pay and Classification Plan.

Key Issues:

The City of Lee's Summit receives federal funding from the Community Development Block Grant (CDBG) program. The grant is used to help fund projects like First Time Home Buyer program and the Minor Home Repair program. Proceeds are also used to fund non-profit organizations such as Rediscover, Coldwater, Hope House, and Lee's Summit Social Services with various projects.

Currently the CDBG grant is coordinated by our Assistant Director of Planning and Special Projects who has recently announced a retirement date. Approval of the amendment will create a CDBG Administrator who will be responsible for administration of the CDBG grant and other assignments in the Development Services department. This will help ensure a continued delivery of service.

Additionally, the amendment will eliminate the Director of Planning and Special projects position which is currently vacant.

These changes will result in an overall decrease of personnel expenditures in the General Fund.

Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance approving Amendment No. 9 to the Budget for the fiscal year ending June 30, 2019 as adopted by Ordinance No. 8405, by establishing a new Pay and Classification Plan.

Background:

The CDBG Administrator position has been classified as a Professional Non-Management position with a minimum hourly rate of \$22.2525 and a maximum hourly rate of \$33.3788.

Nick Edwards | Assistant City Manager

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 19-_____

AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, BY ESTABLISHING A NEW PAY AND CLASSIFICATION PLAN.

WHEREAS, Ordinance No. 8405, passed by the City Council on June 28, 2018, adopted the City's Budget for the Fiscal Year ending June 30, 2019; and,

WHEREAS, the Fiscal Year 2018-2019 Pay and Classification Plan, attached as Exhibit A to Ordinance No. 8405, established the pay and classification plan that contains the authorized list of City positions and pay rates for such positions; and,

WHEREAS, since adoption, several staff retirements have been announced that impact the coordination and delivery of Community Development Block Grant (CDBG) efforts; and,

WHEREAS, for continued CDBG efforts, it is necessary to reclassify certain positions to achieve efficiency and continuity of staff resources.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Fiscal Year 2018-2019 Pay and Classification Plan, as adopted by Ordinance No. 8405 and amended by Ordinance No. 8591, is hereby repealed and replaced by the pay and classification plan, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. All other provisions of Ordinance No. 8405 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8457), Amendment No. 2 (Ordinance No. 8435), Amendment No. 3 (Ordinance No. 8488), Amendment No. 4 (Ordinance No. 8489), Amendment No. 5 (Ordinance No. 8510), Amendment No. 6 (Ordinance No. 8522), Amendment No. 7 (Ordinance No. 8563), and Amendment No. 8 (Ordinance No. 8591).

SECTION 3. This Ordinance shall be in full force and effect from and after the effective date of the adoption and approval of the City Manager's funding plan referenced herein by the City Council.

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-_____

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

Pay and Classification Plan

	Hourly Rate		
	Minimum	Midpoint	Maximum
Administrative Specialists			
Band AS1			
Deputy Court Clerk Police Records Clerk Service Representative I	\$15.3475	\$19.1844	\$23.0213
Band AS2			
Administrative Assistant Airport Service Attendant Bond Clerk Cash Receipts Clerk Evidence & Property Tech. Parking Control Officer Procurement Officer I Records Management Clerk Shelter Attendant Warrant Clerk	\$16.6821	\$20.8526	\$25.0231
Band AS3			
Account Technician Accounting Clerk Business Services Rep - Dev Ctr Customer Service Rep. EMS Billing Specialist Human Resources Coordinator Office Coordinator Purchasing and Supply Officer Treasury Cashier	\$18.1327	\$22.6659	\$27.1990
Band AS4			
Deputy City Clerk Inventory And Records Specialist Legal Assistant Payroll Specialist	\$19.5159	\$24.3949	\$29.2738
Band AS5			
Data Analyst Executive Assistant	\$21.0772	\$26.3465	\$31.6158
Seasonal/Part-time			
Band SP1			
	\$8.6000	\$10.7500	\$12.9000
Band SP2			
Fire Hydrant Painter (seasonal)	\$10.0000	\$12.5000	\$15.0000
Band SP3			
Recycling Center Attendant - PTR	\$11.4000	\$14.2500	\$17.1000

	Hourly Rate		
	Minimum	Midpoint	Maximum
Technical			
Band T1			
Audiovisual Technician (Evening) Facilities Maintenance Worker I	\$16.0986	\$20.1232	\$24.1478
Band T2			
Airport Attendant Facilities Maintenance Worker II Traffic Operations Technician	\$18.1405	\$22.6756	\$27.2107
Band T3			
Community Standards Officer Development Technician Engineering Technician Facility Technician Neighborhood Services Officer Permit Technician Utility Technician	\$19.0096	\$23.7621	\$28.5145
Band T4			
Crime Scene Technician Equipment Technician Help Desk Support Specialist Operations Technician Right of Way Inspector Web Specialist	\$20.6739	\$25.8424	\$31.0109
Skilled Technical			
Band ST1			
Building Inspector Field Engineering Inspector GIS Technician System Support Analyst	\$20.6739	\$25.8424	\$31.0109
Band ST2			
CIP Resident Inspector Senior GIS Technician Utility Management Analyst	\$22.3279	\$27.9098	\$33.4918
Band ST3			
Construction Project Manager Project Manger Right-of-Way Agent System Support Specialist Technical Services Specialist (ITS)	\$24.2374	\$30.2968	\$36.3561
Advanced Technical			
Band AT1			
Senior Engineering Technician Senior Traffic Operations Tech Water Utilities Analyst	\$23.0742	\$28.8428	\$34.6113
Band AT2			
Environmental Specialist Instrumentation & Controls Tech Media Services Supervisor Plans Examiner Staff Engineer	\$25.3862	\$31.7327	\$38.0792
Band AT3			
Applications Analyst Systems Administrator Web Administrator	\$27.5392	\$34.4240	\$41.3088
Band AT4			
Applications Administrator Database Administrator GIS Coordinator	\$28.6052	\$35.7565	\$42.9078
Band AT5			
Network Administrator Senior Staff Engineer	\$32.1996	\$40.2495	\$48.2994

	Hourly Rate		
	Minimum	Midpoint	Maximum
Professional Nonmanagement			
Band PN1			
Contract Compliance Coord./Para Probation/Compliance Officer	\$20.5896	\$25.7370	\$30.8844
Band PN2			
Accountant Benefits Specialist CDBG Administrator Marketing Specialist Procurement Officer II Recruitment Specialist	\$22.2525	\$27.8156	\$33.3788
Band PN3			
Community Relations Specialist Office Manager/Paralegal Compensation & Classification Specialist Planner Senior Procurement Officer	\$24.2374	\$30.2968	\$36.3561
Band PN4			
Financial Analyst Risk Management Officer Workforce Development Analyst	\$26.1764	\$32.7205	\$39.2646
Band PN5			
Cultural Arts Manager ITS Project Manager Management Analyst III Project Manager - Dev. Ctr. Public Communications Coordinator Senior Planner	\$27.8923	\$34.8654	\$41.8385
Band PN7			
Asst. Prosecuting Attorney PTR Solid Waste Superintendent	\$33.9215	\$42.4019	\$50.8823
Band PN9			
Chief Counsel of Infrastructure and Planning Chief Counsel of Management and Operations Chief Counsel of Public Safety - Civil Rights Specialist Chief Counsel of Economic Development & Planning Chief of Litigation	\$41.0396	\$51.2995	\$61.5594
Law			
Band 23 Law			
Chief Prosecuting Attorney	\$32.1173	\$44.1204	\$56.1236
Band 24 Law			
City Attorney	\$43.2692	\$69.7115	\$98.0769

	Minimum	Hourly Rate Midpoint	Maximum
Operational Supervision			
Band OS1			
Court Clerk Supervisor	\$19.2990	\$24.1238	\$28.9485
Band OS3			
Accounts Payable Supervisor Administrative Supervisor Customer Service Supervisor Maintenance Shop Supervisor Metered Services Supervisor	\$22.8013	\$28.5016	\$34.2019
Band OS4			
Lead Traffic Operations Technician Streets Operations Supervisor	\$25.2430	\$31.5538	\$37.8645
Band OS5			
Cash Management Officer Central Building Services Supv City Clerk Lead Engineering Technician Utility System Supervisor	\$27.4381	\$34.2976	\$41.1571
Band OS6			
Animal Control Manager	\$29.6331	\$37.0414	\$44.4497
Band OS7			
Account Services Manager Control System Supervisor Systems Analyst	\$32.0038	\$40.0047	\$48.0057
Management and Supervision			
Band MS1			
Administration Manager-Dev. Administration Manager-PW Assistant Airport Manager Assistant Utility Manager Engineering Inspections Manager Mgr., Accreditation/Info Mgmt Procurement & Contract Svc Mgr.	\$28.3871	\$35.4838	\$42.5806
Band MS2			
Building Inspections Manager Codes Administration Manager IT Support Services Manager Planning Manager Public Works Operations Mgr.	\$30.8555	\$38.5694	\$46.2833
Band MS3			
Construction Manager Creative Services Manager IT Operations Manager Operations and Maintenance Manager Supervisory Engineer Utility System Manager	\$33.5386	\$41.9233	\$50.3079
Band MS4			
City Traffic Engineer Manager, Entprs. Tech. Svcs.	\$36.4550	\$45.5688	\$54.6825

	Hourly Rate		
	Minimum	Midpoint	Maximum
Asst Director/Division Head			
Band AD1			
Airport Manager Court Administrator Facilities Manager Fleet Manager	\$31.2104	\$39.0130	\$46.8156
Band AD2			
Asst. Dir. of Planning and Special Projects Asst. Director of P. Wks. Oper	\$34.1117	\$42.6397	\$51.1676
Band AD3			
Asst. Dir. of Field Services Asst. Dir. of Finance-Cash and Debt Asst. Dir. of Finance-Controller Asst. Dir. of Plan Services	\$38.3454	\$47.9317	\$57.5181
Band AD4			
Asst. Dir. of Business Services Asst. Dir. of Engineering Svcs Asst. Director of App Mgmt Svcs Asst. Director of Operations	\$41.2331	\$51.5413	\$61.8496
Band AD5			
Deputy Dir. of P.Wks./City Eng Deputy Dir. of P.Wrks./Admin.	\$42.6146	\$53.2683	\$63.9219
Executive			
Band E1			
Chief Technology Officer Dir of Planning & Sp Proj Director of Development Svcs. Director of Human Resources Director of Public Works Director of Water Utilities Finance Director Fire Chief Police Chief	\$49.7468	\$62.1835	\$74.6202
Band E2			
Asst. City Mgr., Administrative Services Asst. City Mgr., Dev Svcs/Comm Asst. City Mgr., Operations	\$52.1100	\$65.1375	\$78.1650

	Hourly Rate		
	Minimum	Midpoint	Maximum
Protective Services			
Band R1			
Police Recruit	\$19.2308		\$19.2308
Band PS1			
Police Services Officer	\$15.7263	\$19.6579	\$23.5895
Band PS2			
<u>Animal Control Officer</u>	<u>\$17.0938</u>	<u>\$21.3673</u>	<u>\$25.6407</u>
Band PS3			
Communications Specialist-Pol Court Security Officer Detention Officer	\$19.6579	\$24.5724	\$29.4868
Band PS4			
Animal Control Field Supvr. Lead Comm Specialist-Police Lead Detention Officer	\$22.6066	\$28.2582	\$33.9098
Band PS5			
Communications Supvr-Police	\$25.9976	\$32.4969	\$38.9963
Band PS7			
Police Captain	\$36.7819	\$45.9774	\$55.1729
Band PS8			
Battalion Chief	\$37.7573	\$47.1966	\$56.6360
Band PS9			
Police Major I Police Major II	\$40.9285	\$50.5596	\$60.6715
Band PS10 (PSX in Lawson - 3 character limit on grade)			
Asst. Fire Chief Deputy Police Chief	\$42.4223	\$53.0279	\$63.6335

	Hourly Rate	
	Minimum	Maximum
Police - Union		
Police Officer	\$21.5385	\$35.6798
Sergeant	\$32.8067	\$42.8548
Fire - Union		
Fire Fighter	\$14.0797	\$22.1587
Fire Fighter - Paramedic	\$16.1401	\$24.2191
Fire Engineer	\$18.0632	\$24.0388
Fire Engineer - Paramedic	\$20.1236	\$26.0993
Fire Captain	\$24.7600	\$29.8942
Fire Captain - Paramedic	\$26.8204	\$31.9547
Communication Specialist	\$18.1318	\$30.1904
Lead Communication Specialist	\$19.2274	\$31.6999
IAM - Union		
Custodian	\$14.5000	\$19.5629
Meter Tech	\$14.7500	\$21.0000
Meter Specialist	\$17.0000	\$22.5000
Mechanic	\$19.0000	\$27.0000
Utility Worker Trainee	\$16.0000	\$16.0000
Utility Worker	\$18.0000	\$25.2500
Utility Specialist I	\$22.0000	\$28.5000
Utility Specialist II	\$24.0000	\$31.2500
Apprentice Operator	\$16.0000	\$16.0000
Operator	\$18.0000	\$25.2500
Skilled Operator	\$22.0000	\$28.5000
Senior Operator	\$24.0000	\$31.2500

Packet Information

File #: TMP-1199, **Version:** 1

An Ordinance amending Section 5.7 of the Procurement Policy for the City of Lee's Summit, Missouri to correct a scrivener's error and inadvertent omission.

Issue/Request:

An Ordinance amending Section 5.7 of the Procurement Policy for the City of Lee's Summit, Missouri to correct a scrivener's error and inadvertent omission.

Background:

In 2017, the City Council, pursuant to Ordinance No. 8253, approved the City of Lee's Summit Procurement Policy. While reviewing the previous ordinance passed, staff identified minor scrivener's errors and omissions. The nature of these errors are the omission of the word annual when referencing contract spend. The word annual is referenced in other sections of the Procurement Policy and was intended to be included in Section 5.7. The proposed amendment aligns Section 5.7 with the remainder of the Procurement Policy. None of the corrections in this ordinance change the intent of the policy. Rather, this ordinance is merely to ensure the language of the policy reflects the intent.

Proposed Committee Motion: I move to recommend to City Council approval of an Ordinance amending Section 5.7 of the Procurement Policy for the City of Lee's Summit, Missouri to correct a scrivener's error and inadvertent omission.

Rick Gentry, Procurement and Contract Services Manager

Staff recommends approval of an Ordinance amending Section 5.7 of the Procurement Policy for the City of Lee's Summit, Missouri to correct a scrivener's error and inadvertent omission.

BILL NO. 19-

AN ORDINANCE AMENDING SECTION 5.7 OF THE PROCUREMENT POLICY FOR THE CITY OF LEE'S SUMMIT, MISSOURI TO CORRECT A SCRIVENER'S ERROR AND INADVERTENT OMISSION.

WHEREAS, the City Council, pursuant to Ordinance No. 8253, approved the City of Lee's Summit Procurement Policy on October 5, 2017; and,

WHEREAS, the Policy has been extensively reviewed by the Procurement Department, City Departments, and the City Attorney's Office for updating and compliance, and during such review, staff determined that Section 5.7 of the Policy contained a scrivener's error and inadvertently omitted a provision regarding how to calculate the threshold for bringing contracts to the City Council for approval ; and,

WHEREAS, Section 5.7 of the Policy needs corrected to clarify that the contract spend is based on annual expenditures, which aligns with and is consistent with the remainder of the Policy and previous procurement policies.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. Section 5.7 of the Procurement Policy for the City of Lee's Summit, is amended to add the following underlined text:

5.7 Requirement for City Council Approval. Unless otherwise stated herein, all contracts in which the City is expending \$50,000.00 or more annually, or is anticipated by City staff to result in commission from a vendor of \$50,000.00 or more annually shall be subject to approval by the City Council.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of

_____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-

APPROVED by the Mayor of said city this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*



LEE'S SUMMIT
M I S S O U R I

Procurement Policy

Approved by City Council October 5, 2017
Bill No. 8253

Procurement Policy

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SECTION 1. PROCUREMENT DEFINITIONS

*****Abrogate**: To annul or repeal a law or pass legislation that contradicts the prior law. Abrogate also applies to revoking or withdrawing conditions of a contract.

***Accept**: To receive as approved, adequate, or satisfactory. To receive willingly with the intent of retaining.

***Acquisition**: The process of obtaining supplies, services, construction or real estate through purchase, lease, or grants.

***Affidavit**: A written statement of facts provided by one party which may be under oath before a person of authority. An Affidavit may be required as part of a bid or request for proposal solicitation. For City purposes, affidavits shall be notarized.

***Agent**: A person authorized by a superior, i.e. principal, to act for him or her.

***Agreement**: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously. Generally agreements are approved "as to form" and for legal sufficiency prior to execution.

***Amendment**: An agreed addition to, deletion from, correction or modification of a document or contract.

***Authority**: The right to perform certain acts or prescribe rules governing the conduct of others.

***Award**: The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offeror.

***Best and Final Offer (BAFO)**: In a comparative negotiation, the final proposal submitted after negotiations are completed that contains the proposer's most favorable terms for price, services and products to be delivered.

***Best Value**: An assessment of the return which can be achieved based on the total life cycle cost of the item; which may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, service, and time and cost considerations over the useful life of the acquired item. A procurement method that emphasizes value over price. The best value might not be the lowest cost. Generally achieved through the Request for Proposal (RFP) method.

***Bid Bond**: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid-Solicitation Protest: A written objection by a potential interested party to a solicitation or award of a contract, with the intention of receiving a remedial result. A protest may be filed in accordance with agency policy and procedure within predetermined time lines.

***Blanket Order**: A purchase order under which a contractor/vendor agrees to provide goods or services to a purchaser on a demand basis; the contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be made when and as required by the purchaser which in certain cases may be the end user.

Change Authorization: A form used on construction contracts when an amendment to the original contract is requested by the contractor and the work must proceed prior to processing a change order in order to prevent project delays.

***Change Order**: A written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications of the project.

***Competitive Negotiations**: A procurement method for obtaining goods, services and construction for public use in which discussion and negotiations may be conducted with responsible offerors who submit responsive proposals.

***Construction**: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally does not apply to routine maintenance, repair or operation (MRO) of existing real property.

Construction Management: Construction management is the overall planning, coordination, and control of a project from beginning to completion as defined by state statute.

***Contract**: An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

***Cooperative Procurement**: The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.

*Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

*Designee: A duly authorized representative.

**Electronic Bidding (e-bidding): Is an electronic bidding event (without awarding commitment) according to defined negotiation rules (e-Agreement). A buyer and two or more suppliers take part in this online event.

**Electronic Procurement (E-procurement): Is the business-to-business or business-to-consumer or business-to-government purchase and sale of supplies, work, and services through the internet as well as other information and networking systems, such as electronic data interchange and enterprise resource planning.

Emergency: An unexpected and urgent situation where an immediate threat to public health and safety exists; where conservation of public resources is at risk; where an immediate response is necessary to prevent further damage to public property, machinery, or equipment; or where delay would result in significant financial impact to the City as determined by the City Manager.

**Enterprise Resource Planning (ERP): Is a category of business management software-typically a suite of integrated applications-that an organization can use to collect, store, manage and interpret data from many business activities, including: product planning, cost, manufacturing or service delivery, marketing and sales, inventory management, shipping and payment.

***Fee Simple: Absolute title to land, free of any other claims against the title, which one can sell or pass to another by will or inheritance.

Formal Bid: A bid which must be advertised and submitted in conformance with a prescribed format to be opened and read in public at a specified date and time. As it pertains to the City, formal bids must be solicited for all goods or services \$50,000 and above.

*Free on Board (FOB) Destination: Where the seller or consignee delivers the materials to a specified delivery point. The cost of shipping and the risk of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.

*Informal Bid/Proposal: A competitive bid, quotation or proposal for supplies or services that is conveyed by a letter, fax, e-mail or other manner that does not require a formal bid or proposal, public opening or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

*Invitation for Bid (IFB): All documents used to solicit competitive or multi-step bids.

*Invitation to Negotiate (ITN): A competitive negotiation process that is used when the procurement authority deems it is in its best interest to negotiate with offerors to achieve "best value." A form of source selection that is similar to the Request for Proposal process.

Item: A product, material or service.

*Life Cycle Cost (LCC): The total cost of ownership over the life span of the asset.

*Modification: Any written alteration to a provision of any contract accomplished by mutual agreement of the parties to the contract. Used synonymously with the term Amendment.

*Piggyback (Piggyback Cooperatives): A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally an entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

*Procurement: Purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement and Contract Services Manager: The Procurement and Contract Services Manager for the City of Lee's Summit shall be that position designated as the chief procurement officer (CPO) who shall have the responsibility of making authorized purchases for the City, unless directed or indicated otherwise by this policy.

*Project Manager: Designated individual within the agency to administer a specific task or contract.

*Purchase Order: A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

Qualification Based Selection (QBS): QBS is a process used by the City to obtain statements of qualifications for architectural, engineering, land surveying, or landscape architecture as required by state statute. The City also follows this process for design-build services and may choose QBS for other services unless prohibited by law or other policies.

*Quote: An informal purchasing process which solicits pricing information from several sources.

*Quotations: A statement of price, terms of sale, and description of goods or services offered by a vendor; may be non-binding if solicited to obtain market information for planning purposes.

*Request for Information (RFI): A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

*Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms including price prior to contract award. May include a provision for the negotiation for Best and Final Offers.

*Request for Quotation (RFQ): A small order amount purchasing method. Generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a pre-determined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance and reliability.

*Request for Qualifications (RFQu): A document is issued by a procurement entity to obtain statements of the qualifications from bidders prior to issuing the solicitation. An attempt to gauge potential competition and obtain information which may be helpful when writing a statement of work or developing specifications. As it pertains to the City, this is a document issued by the City to obtain statements of qualifications for professional services. This document is part of the QBS process.

Requisition: An internal document by which a using agency sends details of supplies, services, or materials required to the Procurement and Contract Service Department. Requisitions are entered into and processed by the City's ERP system.

*Responsible Bidder/Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

*Responsive Bidder/Offeror: A contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Serial Procurement: Serial Procurement is intentionally breaking an order to an external vendor into two or more purchases/payments to avoid the required bid process. Also purchases over a 90 day period for the same product or service from the same supplier that reaches or exceeds a total of \$50,000 for that period.

*Scope of Work (SOW): A written description of the contractual requirements for materials and services contained within a Request for Proposal, or detailed description of the tasks to be performed by the successful bidder. A well-conceived and clearly written SOW serves four main purposes:

- Establishes clear understanding of what is needed;
- Encourages competition in the marketplace and promotes economic stimulus;
- Satisfies a critical need of government; and
- Obtains the best value for the taxpayer.

*Sole Sourcing: Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor. As it pertains to the City, a sole source justification is required as set forth in this policy.

*Specification: A precise description of the physical or functional characteristics of a product, good or construction item. A description of goods as opposed to a description of services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

***Substantial Interest: Ownership by the individual, the individual's spouse, or the individual's dependent children, whether singularly or collectively, directly or indirectly, of ten percent or more of any business entity, or of an interest having a value of then thousand dollars or more, or the receipt by an individual, the individual's spouse or the individual's dependent children, whether singularly or collectively, of a salary, gratuity, or other compensation or remuneration of five thousand dollars, or more, per year from any individual, partnership, organization, or association within any calendar year.

**Surplus Property:* A designation that applies to government property that is no longer needed by the agency and is designated for disposal outside of a government organization.

**Term Contract (aka: On-Call, Term & Supply or Yearly):* A type of contract in which a source of supply is established for a specified period of time for specified services or supplies all at a predetermined unit price; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price..

Transaction: A Transaction is an instance of buying or selling something; a business deal. A transaction is an agreement between a buyer and a seller to exchange goods, services or financial instruments.

*Terms and definitions from the “Public Procurement Dictionary of Terms”. “The Comprehensive Reference for Public Purchasing Terms and Concepts”. National Institute of Governmental Purchasing, Inc. (NIGP), 151 Spring Street, Herndon, VA 20170. Copyright 2008 by NIGP.

** Terms and definitions from Wikipedia. *** Definitions from Law.com. ****Term and definition from Missouri Revised Statutes, Chapter 105, section 105.450.1, August 28, 2015. Non* definitions were determined based on current City processes.

SECTION 2. AUTHORITY & ENFORCEMENT

2.1 Compliance with Policy. The acquisition of any and all items or any transaction made by or on behalf of the City of Lee’s Summit, its departments, officials and authorized agents shall be made in accordance with the procurement policy contained herein unless otherwise approved by the City Council.

2.2 Enforcement. The City Manager will have the responsibility for the enforcement of this administrative policy. Department Directors will be entrusted with the responsibility of enforcing the policy within their departments.

2.3 Authorized ERP System Users. Department Directors shall submit to the Information Technology Services (ITS) Department a list of personnel authorized to issue requisitions, approve requisitions and conduct receiving functions on behalf of said department. It will be the Department Directors or their designees’ responsibility to inform the ITS Department of any changes to the departmental listings. ITS shall update the City’s Enterprise Resource Planning (ERP) system accordingly.

2.4 Parks and Recreation Department. Procurements regarding parks and recreation programming shall follow the standards and requirements set forth in this policy. Unless otherwise provided by City Charter, or other applicable law, the Administrator of Parks and Recreation shall exercise the authority that would otherwise be exercised by the City Manager, as set forth in this policy regarding procurements for parks and recreation programming. The Parks and Recreation Board shall exercise the authority that would otherwise be exercised by the City Council, as set forth in this policy, regarding procurements for parks and recreation programming.

2.5 Unauthorized Purchases/Transactions. Any purchase of an item or any transaction which does not comply with this policy shall be considered an unauthorized purchase and may result in disciplinary action as identified in Section 2.11 Disciplinary Action which may also include repayment/restitution to the City. When an unauthorized purchase becomes evident, the Procurement and Contract Services Manager (CPO), P-Card Administrator (if applicable) or designated procurement representative will notify the applicable Department Director. The Director shall be responsible for submitting a memorandum outlining the facts and circumstances of the purchase, as well as steps taken to avoid future unauthorized purchases, to the Procurement and Contract Services Manager (CPO), P-Card Administrator (if applicable), and City Manager.

2.6 Serial Purchases. Serial purchases shall not be permitted and shall be considered a violation of this Policy.

2.7 Contracting Authority. Unless otherwise established by the City Charter, this policy, or by the City Council, the City Manager shall execute all contracts and agreements for the procurement of goods and services or that generate revenue on behalf of the City of Lee’s Summit. All dollar thresholds and approval requirements stipulated in this policy shall be adhered to, unless otherwise approved by the City Council.

2.8 Renewal of Contracts/Agreements. City Council approval is not required for the renewal of contracts when the City Council previously approved renewal options. The City Manager shall have the authority to approve proposed renewal price increases if he or she concurs that the vendor provided justification is reasonable, fair, mutually agreed to, and within the parameter(s) established in the solicitation. Prior to execution, the resulting renewal contract/agreement shall be approved by Legal and City Manager.

2.9 Contract/Agreement Extension. Contract/agreement extensions shall be executed by the City Manager.

2.10 Prohibited Acts by Elected and Appointed Public Officials and Employees. For any transaction identified in this policy, the City shall not knowingly purchase any service, good or property from any Councilmember, the Mayor or any City Employee or any entity in which he or she holds a “substantial interest” as defined in section 105.450 RSMo. Additionally, it is recognized that it is difficult or impossible for every employee utilizing a purchasing card to have knowledge of every entity which a Councilmember, the Mayor or another employee may hold an interest as described above; however, the City shall exercise its best efforts to refrain from conducting such transactions utilizing a purchasing card and shall not knowingly do so.

2.11 Disciplinary Action. Noncompliance with the provisions of the Procurement Policy may result in the initiation of applicable disciplinary action as identified in the City Charter, Code of Ordinances or Personnel Policies. Any disciplinary action for violation of this policy shall be determined by the City Manager in accordance with section 2.2 Enforcement.

SECTION 3. GENERAL REQUIREMENTS

3.1 Specifications. It is the responsibility of the department to write specifications and establish the quality of the product or service required. Procurement and Contract Services may assist the department in writing specifications, upon department request. Specifications shall be written to foster competition.

3.2 Non Preference Policy. The City does not have a preference policy for state and local commodities or services and minority enterprises other than that of “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)).

3.3 Green Procurement and Recycled Products. City staff is encouraged to integrate environmental factors into the City’s buying decisions and procure environmentally preferable goods and services whenever practicable. Consideration should be given to:

- a. Replacing disposable with re-usable, recyclable, or compostable goods whenever possible. Specify and/or purchase products which contain a high percentage of post-consumer recovered material, reduce waste in the manufacture and use of products, and reduce packaging.
- b. Specifying non-virgin materials when comparable performance can be achieved.
- c. Life cycle economics.
- d. Impacts and threats of harm to human health or the environment.
- e. The environmental performance of vendors in providing products and services.

3.4 Purchases Supported by Grant Funds. Departments shall review all requirements for grant funding to insure the procurement process required as a condition to receiving said grant funds are complied with during the procurement of the item. Procurement and Contract Services will assist in the inclusion of all required procedures that are in addition to the requirements of this policy.

In the event a specific procurement procedure is required to be in writing, pursuant to grant rules and regulations, when the City is procuring an item which is funded in whole or in part by grant funds, the City Manager shall have the authority to authorize the amendment of this Procurement Policy by supplement to incorporate the special requirements of that procurement, such requirements however shall not alter the dollar thresholds as set forth herein, or violate any existing ordinances or resolutions of the City.

3.5 Computer Related Items. Purchases of computer-related equipment/software must be made via the ITS Department unless the Chief Technology Officer (CTO) delegates certain purchases to certain departments. All purchases shall be in

compliance with the procurement policy contained herein. Prior approval of the CTO or designee is required to purchase, transfer or dispose of any computer software or related hardware.

3.6 Capital Asset Items. Departments are responsible for following the City's Capital Asset Policy when accepting and receiving any item that meets the definition of a capital asset. An item is a capital asset if:

- a. It is tangible in nature;
- b. Has a useful life longer than two years; and
- c. Has a value exceeding \$5,000.

3.7 Sensitive Asset Items. This is defined as an asset with a value below the capitalization threshold which could easily be adopted for personal use or converted into cash, including property for which theft, loss, or misplacement could be dangerous to the public safety or community security. Sensitive asset property must be subject to physical security, protection, control and accountability. Examples of sensitive asset items include but not limited to:

- a. Fire Arms and Weapons;
- b. Computers;
- c. Cellular Phones; and
- d. Audio visual equipment.

3.8 Licenses. City vendors shall secure licenses as may be required by City ordinance or other applicable law and pay all associated charges and fees. A current City of Lee's Summit, MO, Business License shall be required, unless exempted by City ordinance. Before the issuance of any purchase order, contract or agreement, proof of a business license (i.e. xerographic copy of the paid receipt or of the actual license) shall be provided to the applicable contracting or ordering department. Said applicable contracting or ordering department shall keep said license on file. A business license shall not be required if the vendor's place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

3.9 Permits. Any City municipal building permits required for City building/construction projects shall be provided by the City at no cost to the vendor.

3.10 Insurance Requirements. If applicable, vendors shall provide a certificate of insurance in accordance with all stipulated requirements.

3.11 Vendor Requirements. To be placed in the City's ERP system as a vendor, vendors are required to provide a Federal W-9 and a completed City's Vendor Information Form to the applicable ordering/contracting department. Said forms are to be provided to the City's Accounts Payable Division so vendors can be established in the City's ERP software system.

3.12 Transaction(s). All transactions performed by City personnel shall be in compliance with this policy. It is the responsibility of City personnel to utilize the proper procurement and/or solicitation method for a single transaction or multiple transactions based upon estimated annual spend.

3.13 Work Authorization and E-Verify. For any contract for services greater than \$5,000, the successful bidder 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 contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. When applicable, solicitations shall require the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program prior to the issuance of a contract.

SECTION 4. PROCUREMENT METHODS AND DOLLAR THRESHOLDS

4.1 Approved Procurement Methods. The City department conducting the solicitation will work with the Procurement and Contract Services Division as needed to determine the appropriate solicitation process. Approved methods of procurement are the utilization of established contracts and agreements, unrestricted, quotes, informal bids/solicitations, or formal

bids/solicitations. These methods enable the procuring department(s) to achieve the maximum in efficiency and convenience, the utilization of economy of scale whenever possible as well as maintaining the necessary checks and balances to protect the utilization of public funds. All procurement methods shall be performed in compliance with this policy.

4.2 Types of Procurement Methods and Dollar Thresholds. Items not available on an existing City contract or authorized as an emergency purchase may be purchased by departments in accordance with the following:

4.2.1. **Unrestricted: \$.01 to \$2,999.99** - Departments are strongly encouraged to obtain the lowest cost through cost comparisons. This method requires approval as determined by the specific department.

4.2.2. **Request for Quotations (RFQ): \$3,000.00 to \$9,999.99** – City staff shall secure a minimum of three (3) quotations (if possible) from vendors if the item being procured is not available on an existing contract and if a sufficient number of vendors are available. This method requires approval by the Department Director or designee.

4.2.3. **Informal Bids/Solicitations: \$10,000.00 to \$49,999.99** – All informal solicitations within this dollar range shall be submitted to a pre-determined vendor list and may be broadcast on the internet. This method requires approval of a contract by the City Manager.

4.2.4. **Formal Bids/Solicitations (IFB): \$50,000.00 and over** – All solicitations for this dollar range shall be appropriately advertised, broadcast and received either in hard copy or electronically via a City approved Electronic Bidding System as determined by the department unless state or federal law governing a specific procurement provides otherwise. This method requires approval of a contract by the City Council.

SECTION 5. TYPES OF CONTRACTS/AGREEMENTS

5.1 One-Time Purchase Contract/Agreement. This is a contract/agreement for the procurement of a good or service that covers no more than one purchase unless multiple purchases of the same product are indicated for a short duration.

5.2 Term Contract/Agreement. These are contracts/agreements in which a source of supply or services is established for a specified period of time with established specific pricing, which the City intends to use on an as-needed basis. Purchases must be within the using Department's approved budget.

5.3 Term Professional Service Agreement or Construction Contract. A term professional service agreement or Construction Contract is a contract/agreement for services such as engineering, architectural, land surveying, consulting, construction or other specialized or technical services in which a source of supply is established for a specified period of time for specified services all at a predetermined unit price. When utilizing a term professional services agreement or construction contract, the using department personnel shall confirm the work is within the general scope of the agreement and validate rates and unit costs applicable to the required work.

- a. For a defined scope of work, staff will obtain a quote before authorizing the provider to proceed.
- b. Confirm in writing the applicable rates or other costs contained in the agreement that will be used for work performed on an hourly or other unit price basis.
- c. The cost of any single task authorized by the department director must be less than \$50,000.
- d. Tasks costing \$50,000 or more must go through the City Council approval process.

5.4 Piggyback (Piggyback Cooperatives). A form of intergovernmental cooperative procurement in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally an entity will competitively bid and award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. In this type of contract the City is not necessarily a party to the contract.

The City Manager shall have the authority to approve the City's participation in any piggyback contract(s) if estimated annual spend is less than \$49,999.99. City Council approval shall be required if the estimated annual spend exceeds \$50,000.00.

5.5 Cooperative Contracts. Contracts established when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. In this type of contract the City would be a party to the contract. The City Manager shall have the authority to approve the City's participation in any cooperative

contract(s) if estimated annual spend is less than \$49,999.99. City Council approval shall be required if the estimated annual spend exceeds \$50,000.00.

5.6 Revenue Generating Contract/Agreement. A contract/agreement that generates revenue for the City rather than the expenditure of City funds.

5.7 Requirement for City Council Approval. Unless otherwise stated herein, all contracts in which the City is expending \$50,000.00 or more, or is anticipated by City staff to result in commission from a vendor of \$50,000.00 or more shall be subject to approval by the City Council.

SECTION 6. CONTRACT AMENDMENTS

A Contract Amendment is necessary when there is a change in the quantity, cost, or scope of the item, service or work provided under the contract.

6.1 Changes to Non-Construction Contracts. Contract amendments shall be in writing and executed by all parties.

6.1.1. Changes resulting in total contract amount of \$49,999.99 or less must be approved by the applicable Department Director or their designee and executed by the City Manager.

6.1.2. Changes resulting in a total contract amount of \$50,000.00 or more must be approved by the City Council and executed by the City Manager.

6.2 Change Orders to Construction Contracts.

6.2.1. **Contracts \$500,000.00 and Greater:** For changes in quantities, materials, or costs not associated with a change in the contract scope, or change orders up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Change orders resulting in a revised contract amount exceeding five percent (5%) of the original contract, any single change order for an increase of \$100,000.00 or more, or any change in contract scope must be approved by the City Council. Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.

6.2.2. **Contracts less than \$500,000.00:** For changes in quantities, materials, or costs not associated with a change in the contract scope, or change orders up to a cumulative total increase of ten percent (10%) of the original contract amount must be approved by the appropriate Department Director and the City Manager. Change orders resulting in an increase to the revised contract amount exceeding ten percent (10%) of the original contract, any single change order for an increase of \$50,000.00 or more, or any change in contract scope must be approved by the City Council. Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.

6.3 Change Authorizations for Construction Contracts. When total change orders exceed the percentages outlined above, and, due to the stage of construction in progress or to prevent a lengthy delay in a project, the applicable Department Director, with the approval of the City Manager and with notification to the appropriate City Council committee chairperson, can issue a Change Authorization. The change authorization must be incorporated into a formal change order and presented to City Council for ratification at the next available meeting.

6.4 Changes in Contract Time. For changes in contract time not associated with a change in contract scope, additional time up to a cumulative total of ten percent (10%) of the original contract time must be approved by appropriate Department Director and the City Manager. Change orders resulting in a revised contract time exceeding ten percent (10%) of the original contract time, a single change order increasing contract time by 30 days or more, or any change in contract time due to a change in scope must be approved by the City Council. Any change order resulting in a decrease in contract time must be approved administratively by the appropriate Department Director and the City Manager.

6.5 Modifications to One Time Design Consultant Contracts. For modifications to one-time contracts for design of capital projects, changes in cost of services, not associated with a change in the contract scope, up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Modification resulting in a revised contract amount exceeding five percent (5%) of the original contract, any single modification for an increase of \$100,000.00 or more, or any change in contract scope must be approved by the

City Council. Any modification resulting in a decrease in cost must be approved administratively by the appropriate Department Director and the City Manager.

SECTION 7. SOLICITATION PROCESSES

7.1 Request for Quotes (RFQ).

7.1.1. The City department conducting the solicitation should identify the specific good or service to be quoted. The Department should identify any applicable special requirements that could include but not limited to the following: Current Prevailing Wage and incremental increase, City Business License, Certificate of Insurance (COI) naming the City as additionally insured under general liability, additional insurance requirements, Federal Work Authorization Affidavit and E-Verify Signature page (only for **services** that are \$5,000.00 or more), shipping and handling cost if not included in unit price, and estimated delivery time after receipt of order.

7.1.2. Requests for quotes may be made by any method conducive to providing all necessary information for soliciting a response. An actual quote should be provided by the potential vendor via email, fax or mail to insure that the goods or services quoted meet the requirements of the solicitation as well as the expectation of the requestor.

7.1.3. The City department conducting the solicitation shall utilize the Procurement and Contract Services Quote Form located on the City's intranet to summarize the quotes received. The completed Quote Form and any attachments (including individual submittals) associated with the Quote Form shall be approved by the applicable Department Director or designee and forwarded to the applicable Procurement Officer after the requisition has been entered and approved so it can be attached to the purchase order via the City's (ERP) system. The requisition number shall be identified on the Quote Form.

7.1.4. If a quote is chosen from a new vendor, a W-9 and vendor information form must be submitted to Accounts Payable.

7.2 Bidding. The City department conducting the solicitation shall determine the appropriate solicitation method in compliance with this policy. If assistance is requested, Procurement and Contract Services staff will meet with the City department conducting the solicitation to assist in determining the appropriate method of procurement. This meeting may also identify any special requirements, establish the tentative timeline for the project, estimate costs, define roles, and identify possible suppliers. The meeting will also determine which division/department will be responsible for preparing specifications and other bid documents. If documents are prepared by Procurement and Contract Services staff they will be submitted to the department conducting the solicitation for review and approval prior to letting.

7.2.1 Every bid shall state the closing date and time after which bids will not be accepted. The City department conducting the solicitation is authorized to extend the closing date for any bid if all responding bids have remained sealed, and if notice of the extension is provided to all potential vendors prior to the original opening time.

7.2.2 Bids shall be evaluated by the City department conducting the solicitation. The bid shall be awarded to the lowest, most responsive/responsible bidder, including consideration of any incentives, early payment discounts, buy-back provisions, or life cycle costs or other specified evaluation criteria included in the bid document that is deemed to be in the best interest of the City upon the recommendation and approval of the City department conducting the solicitation or their designated representative.

7.2.2.1. Informal Bidding – The City department conducting the solicitation will distribute the specifications to a minimum of three potential vendors (when possible). Written or electronic bids shall be required as stipulated in the informal bid document. Informal Bids between \$10,000.00 and \$49,999.99 may be broadcast on the internet.

7.2.2.2. Formal Bidding – On formal bids, appropriate advertisement is required. Performance, payment bonds, and bid bonds may be required. City Council approval is required on all formal bid recommendations for award of \$50,000.00 and over.

7.3 Requests for Proposal (RFP). Every RFP shall state the closing date and time until such proposals will be accepted. If the request has an indefinite closing date and will remain open until a satisfactory proposal is received, the request shall so state. The City department conducting the solicitation is authorized to extend the closing date for any RFP if all responding proposals have remained sealed and notice of the extension is provided to all potential respondents prior to the original closing time.

7.3.1. Selection Committee – A selection committee shall be established by the Project Manager to review the proposals and rate each firm according to the evaluation criteria established in the Request for Proposal.

7.3.2. Evaluation Process – The committee shall use the evaluation criteria established in the RFP. A two-step process may be used whereby the selection committee will first rate each proposal received on criteria established in the Request for Proposal. The composite scores of the committee will be used to determine the top rated firms which may be interviewed. If interviews are conducted, the firms are rated after the interviews and a second composite score recorded. The interview composite score sheet will be used to determine the highest rated respondents interviewed.

7.3.3. Evaluation Criteria-Best Value Procurement – The evaluation criteria shall be determined as a part of the RFP, which may include, but not be limited to, evidence of experience, reliability, references, expertise of firm, expertise of key personnel, and project approach. Cost may or may not be an evaluation criteria depending upon the nature of the project, but shall be predefined in the RFP document.

7.3.4. Negotiation Process – Upon determining the highest rated respondent, the Department Director or designated representative will then begin negotiations with the respondent receiving the highest score. If the City is unable to negotiate mutually agreed upon terms with the top rated respondent, the City shall begin negotiations with the second rated respondent, and so forth until mutually agreed upon terms are reached. After said terms have been reached, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement.

7.3.5 Whenever construction management services are needed, the Department Director or the Project Manager shall prepare a Request for Proposal (RFP) which may include:

1. Fees for overhead and profit;
2. Reimbursable costs for reimbursable items as defined in the City’s request for proposal;
3. Qualifications;
4. Demonstration of ability to perform projects comparable in design, scope and complexity;
5. Demonstration of good faith efforts to achieve compliance with federal, state and local affirmative action requirements, if applicable;
6. References of owners for whom construction management services have been performed;
7. Financial strength;
8. Qualifications of in-house personnel who will manage the project; and
9. Demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and controlling costs.
10. The solicitation file shall contain documentation of the basis for respondent selection.

7.4 Invitation to Negotiate (ITN). The City may procure commodities and contractual services by an ITN. An ITN is used when the goals or problems can only be generally described in the scope of work. Respondents provide proposed solutions to the problem or methodologies to achieve the desired goal.

7.4.1 The ITN shall include: (1) a statement of the commodities or contractual services sought; (2) the time and date for the receipt of replies and the public opening as provided in the ITN document; (3) the primary terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply; (4) the time frames for completion of the work, including renewal periods, if applicable, and (5) the format for the recommended pricing structure.

7.4.2 A response is generally evaluated for its technical merit, innovative methodology, experience, and cost within the limitations set forth in the ITN. It differs from an RFP in that responses may be refined during the negotiation and evaluation process prior to making an award of the contract. Proposals may be ranked at any point in the evaluation process when the Evaluation Team determines it has received sufficient information from respondents. Ranking is not required prior to negotiations. The City may negotiate concurrently with multiple respondents selected for negotiations.

7.4.3 The City may select one or more respondent(s) upon the conclusion of negotiations. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. When concurrent negotiations are held, BAFOs should be obtained from all respondents participating in the negotiations prior to final evaluation and recommendation of award.

The City may award contract/agreement(s) to one or more responsible respondent(s) based on the BAFOs the City determines who will provide the best value and best meet the City’s objectives.

7.4.4 The solicitation file shall contain documentation of the basis for respondent selection, setting forth the deliverables and price pursuant to the contract/agreement, and explaining how these deliverables and price meet the objectives of the solicitation.

7.5 Qualifications Based Selection (QBS). The QBS process must be used for selection of professional services consultants for architecture, engineering, land surveying and landscape architecture in accordance with state statutes. The City also uses QBS in the selection of design-build teams due to the professional service providers included in the team. QBS may be used for other types of services allowed by law and determined by the Project Manager.

7.5.1 Whenever architectural, engineering, land surveying, landscape architecture or design-build services are needed, the Department Director or designated representative of the City department conducting the solicitation shall prepare a Request for Qualifications (RFQu). The RFQu will include a description of the project or services required and the criteria to be used in evaluating responses from interested professionals. Criteria should be tailored for the specific project or services needed and may include such items as:

- The specialized experience and technical competence of the respondent with respect to the type of services required;
- The capacity and capability of the respondent to perform the requested work;
- The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- The respondent's familiarity with the area in which the project is located.
- The respondents understanding of the required services and specific ways in which the firm is most qualified to provide those services.

7.5.2 For design-build RFQs the criteria may also include a list of architects, engineers, land surveyors, contractors, etc. proposed to provide services and their applicable hourly rates.

7.5.3 When an RFQu is used, a selection committee shall be established by the Department Director or the Project Manager to review the qualifications. Each committee member will rate each respondent's response according to the criteria set forth in the RFQu. The ranking of respondents by the committee will be used to determine the top rated respondent, which may be interviewed at the discretion of the Department Director or the Project Manager. If interviews are conducted, the respondents are again rated after the interviews according to the criteria and a final ranking by the committee will determine the most responsive and qualified respondent(s). The solicitation file shall contain documentation of the basis for selection.

7.5.4 If the Department is unable to negotiate a satisfactory contract with the selected respondent, those negotiations shall be terminated. Negotiations shall then commence with the second ranked respondent. If there is failure to reach agreement with the second respondent, the process will repeat until a contract has been successfully negotiated. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. If there is a failure to negotiate a contract with any of the respondents, the Department shall reevaluate the necessary services and scope of work and re-issue a revised RFQ if appropriate and proceed in accordance with the provisions of this article.

7.5.5 For design-build services, contracts may be negotiated as two separate agreements: 1. For preliminary design-build services and; 2. For final design-build services, or a single initial contract for all services.

7.6 Requests for Information (RFI). RFIs can be utilized prior to preparing bid documents, RFPs or RFQs.

SECTION 8. NON-SOLICITATION TYPE OF PROCESSES

8.1 Unrestricted. Departments procure goods or services not available through existing contracts and are less than \$2,999.99.

8.2 Emergency Purchase. Immediately upon determining that an emergency situation exists, as defined in Section 1, and prior to contacting vendors for supplies and services, the Procurement and Contract Service Manager shall determine the appropriate course of action. The Procurement and Contract Services Manager (CPO) or designated representative shall determine whether the purchase can be made utilizing an existing procurement contract on a timely basis or securing a

minimum of three (3) quotations from vendors, if a sufficient number of vendors and adequate amount of time is available. Emergency purchases shall be made with as much competition as practical under the circumstances. Departments must submit emergency purchases on the appropriate form and must include an explanation of the emergency.

8.2.1 The Procurement and Contract Service Manager (CPO) shall have the authority to approve all emergency purchases \$24,999.99 and below. Emergency purchases \$25,000.00 to \$49,999.99 require the approval of the City Manager. An emergency purchase that exceeds \$50,000.00 shall be presented to City Council by City Staff at the earliest opportunity after purchase has been made.

8.2.2 In certain emergency situations, the City Manager shall have the authority to execute an emergency contract modification where approval by the City Council would otherwise be required. The City Manager shall only execute the emergency modification if the work qualifies as an emergency and the overall budget is not exceeded. The emergency modification shall be submitted to the City Council by the City Manager for ratification at the next available Council meeting.

8.2.3 During periods of a “declared city emergency” by the Mayor, purchases may be made in accordance with the City’s Emergency Operations Plan.

8.3 Sole Source. The Procurement and Contract Services Manager (CPO) may waive the requirement of competitive bids or proposals for supplies/services when he/she has determined in writing the following conditions:

- a. supplies or services are proprietary and only available from the manufacturer or a single distributor;
- b. based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed;
- c. supplies or services are available at a discount from a single distributor for a limited period of time; or
- d. A firm has significant previous or specialized knowledge on a proposed project that would result in significant monetary and/or time savings in completion of the project.

8.3.1 Sole source purchases shall be subject to approval as follows:

- \$.01 – \$9,999.99: Department Director and the Procurement and Contract Services Manager (CPO) prior to purchase
- \$10,000.00 - \$49,999.99: City Manager prior to purchase, with written recommendation from the above.
- \$50,000.00 and over: City Council prior to purchase with written recommendation from the above.

8.4 Exempt Transactions. Specific types of transactions are deemed to be ineligible for competitive pricing and are therefore exempt from the procurement policies defined herein. These transactions include:

- Utilities
- Advertising
- Professional memberships, sponsorships, or training
- Subscriptions to professional publications
- Travel reimbursement and direct payments to travel related vendors
- Maintenance and/or support contracts with vendors pertaining to software or hardware, which are required in order to maintain warranty compliance or the continuation of licensing and/or maintenance agreements
- Payments made in connection with risk management claims

SECTION 9. REAL PROPERTY PROCESSES

9.1 Sale or Lease of Real Property.

- a. All sale or lease of real property and any contracts pursuant hereto shall be subject to approval by the City Council.
- b. Prior to City staff actively marketing real property for sale or lease, the City Manager shall seek approval from the City Council regarding the method(s) used to market said property.

9.2 Acquisition of Interests in Rights-of-Ways and Easements.

- a. As used in this article, the following terms shall have the described meaning:
 1. *Settlement Amount* - the amount to be paid by the City in consideration of receiving a property interest from a property owner.

2. *Appraised Value* - the fair market value of the subject property as determined by the City's qualified appraiser and may include replacement and/or relocation costs of amenities or facilities located within the real estate tract to be acquired.
3. *Excess Amount* – the difference between the Settlement Amount and the Appraised Value.
4. *Property* – legal interests in real estate acquired for public purposes.

b. Staff is authorized to acquire property administratively when the following conditions are met:

1. The property is needed in order to proceed with a project that is part of the Capital Improvement Program that has been approved by the City Council; and,
2. Funding for said project has been included in the current capital or annual budget approved by the City Council.

c. Administrative Procedures for Acquisition

1. If the proposed Settlement Amount is equal to or less than the Appraised Value, the City Manager or designee may approve the acquisition of the property, regardless of amount.
2. If the Excess Amount is less than or equal to \$10,000.00, the City Manager or designee may approve the acquisition of the property.
3. All other proposed acquisitions must be presented to the City Council for approval.

d. The City Manager, Mayor or designee is authorized to execute all documents necessary to carry out the intent of this policy.

e. All deeds, agreements and other documents used for an acquisition under this policy must be approved by the City's Law Department.

9.3 Purchase of Real Property-Fee Simple:

- a. The purchase of real property in fee simple shall not be subject to the solicitation requirements set forth herein.
- b. The purchase of real property in fee simple in the amount of \$50,000.00 or more shall be subject to City Council approval.

SECTION 10. PAYMENT AND PROCUREMENT METHODS AND PROCEDURES

10.1 Petty Cash. Petty cash shall only be used for purchases ranging from \$.01 to \$50.00.

10.2 Procurement Card (P-Card). P-Cards may be used to make purchases in accordance with this policy and the P-card policy.

10.3 Payment Information Form (PIF). A PIF may be used for payment of supplies or services **only when a purchase order or P-card cannot be utilized.** PIFs are to be submitted to Accounts Payable with the invoice and any other supporting documentation. PIFs are located on the intranet under Online Forms for the Finance Department.

10.4 Purchase Orders. Supplies and services that are not procured utilizing a P-Card or paid for using petty cash or a Payment Information Form (PIF) shall be procured with the issuance of a purchase order.

10.4.1 A requisition must be entered into the City's ERP system by the Department prior to a purchase order being issued by Procurement and Contract Services. Procurement and Contract Services will generate a Purchase Order document from the approved requisition information.

10.4.2 An inverted purchase order is a type of purchase order issued for multiple contract items that will be purchased, received, and invoiced over a period of time. The inverted purchase order will remain open with 'draws' or invoices paid from said purchase order. Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that its utilization will meet all of the needs of the requestor.

10.4.2 If a Purchase Order was issued for an amount of \$49,999.99 or less and was placed less than one hundred eighty (180) days of the date of the original quote, departments are authorized to repeat an order for a maximum amount of \$25,000.00, provided that the supplier agrees to the original quote terms and pricing. When repeating an order, and prior to placing the order, the department must enter a new requisition (referencing original quote) into the ERP system for Procurement and Contract Services to create a new purchase order.

SECTION 11. RECEIVING, DELIVERY, FREIGHT and PRODUCT TESTING

11.1 Delivery and Receipt of Goods and Services. The City of Lee's Summit uses decentralized receiving. City Departments are responsible for receiving goods and services they have ordered or had ordered for them either by physical signature or via the ERP system dependent upon the payment type to be utilized. Their physical signature or electronic signature in the ERP system indicates they have accepted the item or service and that it is in the correct quantity, size, and color and is in satisfactory working condition. Departments via their representative(s) are required to inspect the delivery and make note if there are external signs of damage. Internal damage or missing items shall be reconciled with the supplier and Procurement and Contract Services immediately. When items are delivered to City Departments, the only paperwork to be signed is the delivery notice. City Departments may conduct the receiving process in the ERP system which may not require paper transfers between departments. Any other vendor/supplier purchase order, document, contract, warranty, maintenance agreement, etc. are NOT to be signed at delivery. Department representatives should review aforementioned documents with applicable procuring department upon receipt of documents.

11.2 Freight/Shipping on Orders. The City shall use F.O.B. Destination as its primary freight or shipping designation.

11.3 Product Testing/Demonstrations. Product demonstrations may be held as deemed appropriate without prior approval of Procurement and Contract Services. In no event shall the retention of a test item by the City be evidence of intent to purchase said item.

SECTION 12. BID PROTESTS

This procedure is intended solely as an attempt to provide bidders with the opportunity to communicate perceived issues to the City department conducting the solicitation. It is not intended to create any legal right, cause of action, property interest or independent means of redress that does not otherwise exist under Missouri law. It shall not serve to abrogate or effect the City's exclusive right to determine the lowest and most responsible bidder in any particular bid situation. Any correspondence initiated by, that involves or may involve legal representation shall be addressed to and handled by the City's Legal Department.

12.1 Right to Protest. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the applicable City department conducting the solicitation. The protest shall be submitted in writing to the City Clerk within 48 (forty-eight) hours after such aggrieved person knows or should have known of the facts giving rise thereto. The protest shall identify specific issues that are being protested and the facts that the protestor believes support the claim. It is the protestor's responsibility to establish his/her case. If and when the applicable City procuring entity is directly involved in the procurement action then the Director of Finance shall review the case and respond within the timeframe stated above.

12.2 Review of Protest. The Department Director of the City department conducting the solicitation shall have the authority to resolve a protest of an aggrieved bidder concerning the solicitation or award of a contract.

12.3 Decision/Notice of Decision. The applicable Department Director or Procurement and Contract Services manager, whoever was responsible for the solicitation, shall issue a decision in writing within three (3) business days of actual receipt of the protest. The decision shall state the reasons for the action taken. A copy of the decision shall be mailed or otherwise furnished immediately to the protestor.

12.4 Appeal. A protestor may appeal the decision by submitting a written appeal to the City Manager within five (5) business days of the date of the Department Director decision. The written appeal shall state with specificity the facts supporting the protestor's position. The appeal shall be reviewed by the City Manager or designee, who will issue a decision in writing within five (5) business days of receipt of the protestor's timely filed written appeal.

12.5 Finality of Decision. A Director's decision shall be considered final and is not subject to appeal or further consideration unless a timely appeal is filed. In the event of a timely appeal, the decision of the City Manager, or designee, shall be considered final and not subject to appeal or further consideration.

12.6 Stay of Procurements during Protest. In the event of a timely protest, the City of Lee’s Summit shall not proceed further with the solicitation or with the award of the contract until the protest process is complete, unless the City Manager makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

SECTION 13. OTHER PROTESTS AND DISPUTES

13.1 Protests of Non-Bid Solicitations. Any protest regarding a non-bid competitive solicitation, such as RFP, QBS or ITN process, shall follow the same steps as previously outlined for bid protests.

13.2 Disputes with Vendors. City staff involved in the disputed procurement shall notify Procurement and Contract Services or the City department conducting the solicitation in a timely manner, concerning any complaint or dispute regarding an order, delivery, specification, defective supplies or poor performance by a supplier. Any decision concerning an attempt to cancel a contract or an attempt to resolve a dispute regarding defective products or unacceptable services shall be made jointly by Procurement and Contract Services and the City department conducting the solicitation. Any correspondence with suppliers shall be conducted via the Procurement and Contract Services Manager (CPO).

13.3 Disputes between Departments and Procurement and Contract Services. In the event a procurement dispute arises between the requesting Department and Procurement and Contract Services, the Finance Director supervising the Procurement and Contract Services Division shall make the final decision. If the Department Director of the requesting Department does not agree or accept the decision of said Finance Director, the requesting Department Director and the Finance Director may discuss the issue with the City Manager, or his designated representative and the City Manager or his designee shall make the final decision.

SECTION 14. DISPOSAL OF PROPERTY (OTHER THAN REAL PROPERTY)

Department Director or designated representative determines property (other than real property) is no longer needed. Procurement and Contract Services is sent written notification with detailed information of surplus items. Procurement and Contract Services Manager (CPO), Department Director and/or designee will determine the best method for disposal. Once a disposal method is determined the Procurement and Contract Services Manager (CPO) or designated representative will coordinate the process. The following methods will be used for disposal of surplus property:

- Sell by requesting sealed bids.
- Trade-in as part of a bidding process.
- Sell through electronic auctioning process.
- Donate to an approved centralized not-for-profit clearinghouse such as Surplus Exchange Group to be picked up at no charge to the City (only after items have gone through two auction cycles with the City’s e-Surplus auction service).
- Dispose of at the City’s designated landfill if the property has no value.

SECTION 15. PROCUREMENT POLICY REVIEW

The Procurement Policy shall be reviewed no less than every two years to ensure that the policy is current with any and all applicable local, state and federal laws as well as City processes and procedures. Any proposed revision(s) shall be discussed with a Procurement Policy Committee that shall be derived from representative(s) from City departments. Those revisions deemed necessary to implement shall be presented to the City Council for approval and adoption.

QUICK REFERENCE GUIDE

Procurement Method

<p>Unrestricted \$01 - \$2,999.99</p>	<ul style="list-style-type: none"> • Quotes not required, cost comparison encouraged • Department administers • Department Director or designee authorization required to purchase • P-Cards may be utilized
<p>Quotes \$3,000.00 - \$9,999.99</p>	<ul style="list-style-type: none"> • Three (3) quotes required if item is not available from an existing contract and if sufficient vendors are available • Department administers • Department Director or designee authorization required prior to purchase • ERP System Utilized – Department must enter requisition before order is placed • If sole source, a sole source form must be signed with required approvals obtained prior to purchase
<p>Informal Bid/Solicitation \$10,000.00 - \$49,999.99</p>	<ul style="list-style-type: none"> • Informal bid/solicitation process required • City department conducting solicitation authorization required • City department conducting solicitation and Department Director authorization required prior to purchase • Broadcasted electronically via the internet if deemed necessary
<p>Formal Bid/Solicitation \$50,000.00 and Over</p>	<ul style="list-style-type: none"> • Formal process required • City department conducting solicitation administers • City department Director in charge of conducting solicitation, City Manager and City Council approval required prior to purchase • Broadcasted electronically via the internet and e-bidding system
<p>Purchase Order</p>	<p>Always required for purchases with the exception of:</p> <ol style="list-style-type: none"> 1. Capital Project progress payments 2. Petty Cash purchase 3. P-Card purchase 4. Utilization of a Payment Information Form (PIF)
<p>Inverted Purchase Order</p>	<p>Set up for commodity/service/construction contract purchases – reduces the need for additional purchase orders against contract</p> <p>-Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that it's utilization will meet all of the needs of the requestor</p>
<p>P-Card</p>	<p>-Procurement and P-Card Policies must be adhered to</p>

Payment Method	\$ Dollar Range	Conditions
Petty Cash	\$01 - \$50.00	-Reimbursed with receipt by supervisor
Payment Information Form	No dollar limits	-To be used for miscellaneous expenses, limited to recurring charges such as utility bills, seminar registration, insurance, etc.