



NOTICE OF PARTICIPATION-COOPERATIVE/PIGGY-BACK

September 25, 2020

The Wilson Group, Inc.
Attn: Jordan Wilson
1606 W. Main St
Greenwood, MO 64034

Re: City of Lee's Summit Participation in Cooperative for Indefinite Quantity Construction Agreement
Originating Entity: Sourcewell Originating Contract #MO02C-071117-TWG LS Contract #2021-012

Dear Mr. Wilson,

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract. The terms and conditions of the original contract, additional terms from the City of Lee's Summit included as Exhibit A, and pricing of the Contract will apply to purchases and/or utilization of said Contract by the City of Lee's Summit, Missouri.

Your organization shall return the following document within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at desiree.collins@cityofls.net:

- Sign and return Notice of Participation

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract pricing is effective from July 25, 2017 through July 24, 2021.

The Departments will contact you directly to place orders. Please be advised that all orders or work regarding this Contract/Agreement will require a Purchase Order and all invoices provided to the City for payment must reference the Purchase Order Number. For prompt payment, all invoices shall be sent directly to City of Lee's Summit, ATTN: Accounts Payable Dept., 220 SE Green Street, Lee's Summit, MO, 64063, e-mailed to ap@cityofls.net or faxed to 816-969-1113.

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.

If you have any questions or problems during the contract year, do not hesitate to contact the Procurement Division at 816-969-1082.

CITY OF LEE'S SUMMIT:

CONTRACTOR

Authorized Signature

Scott Briedwell
Type or Print Name Legibly

Title

Authorized Signature

Date

Secretary
Title

ATTEST: Office of the City Clerk

The Wilson Group Inc
Name of Company

Approved as to Form:

Office of the City Attorney

The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

The Wilson Group, Inc.
1606 West Main Street
Greenwood, MO 64034

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB MO02C-071117-TWG" with an effective date of July 25, 2017, a maturity date of July 24, 2021, and which are subject to annual renewals at the option of both parties.

MODIFICATION: THIRD RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	June 2016	10337.05
2	July 2016	10379.26
3	August 2016	10385.65
4	September 2016	10403.43
5	October 2016	10434.56
6	November 2016	10442.61
7	December 2016	10530.46
8	January 2017	10541.51
9	February 2017	10281.93
10	March 2017	10277.62
11	April 2017	10678.15
12	May 2017	10692.17

Base Average
10448.7000

Option Year		
	Date	Index
1	June 2019	11268.48
2	July 2019	11291.80
3	August 2019	11311.06
4	September 2019	11311.24
5	October 2019	11326.12
6	November 2019	11380.83
7	December 2019	11381.53
8	January 2020	11392.41
9	February 2020	11396.01
10	March 2020	11396.97
11	April 2020	11412.67
12	May 2020	11418.16

Option Average
11357.2733

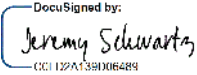
Price Adjustment: $\frac{\text{Third Year Index Average}}{\text{Base Year Index Average}} = \frac{11357.2733}{10448.7000} = 1.0870$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# MO02C-071117-TWG					
Non-Prepriced	1.2108		1.0000		1.2108
Normal Working Hours Non-Prevailing Wage	1.1459		1.0870		1.2456
Normal Working Hours Prevailing Wage	1.1676		1.0870		1.2692
Other Than Normal Working Hours Non-Prevailing Wage	1.1676		1.0870		1.2692
Other Than Normal Working Hours Prevailing Wage	1.1892		1.0870		1.2927

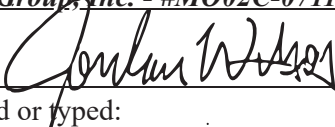
Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of July 25, 2020 through July 24, 2021.

Sourcewell

By:  _____, Its: Director of Cooperative Contracts and Procurement/CPO
 Name printed or typed: Jeremy Schwartz
 Date: 6/25/2020 | 12:19 AM CDT

The Wilson Group, Inc. - #MO02C-071117-TWG

By:  _____, Its: President
 Name printed or typed: Jordan Wilson
 Date: 6/24/20

 If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

Exhibit A
Additional Terms and Conditions

The City of Lee's Summit ("City"), per section 1.4.2 Additional Terms and Conditions, of Sourcewell Cooperative Contract: MO02C-071117-TWG a contract for Indefinite Quantity Construction Agreement, requires the following additional Terms and Conditions for the use the contract by the City.

1. GENERAL TERMS APPLICABLE TO ALL CONTRACTS. The following Standard Terms and Conditions (the "Terms and Conditions") shall apply to any agreement, contract, or other document for which the Terms and Conditions are specifically incorporated, including, but not limited to, City of Lee's Summit ("City") purchase orders, service contracts and any City acceptance of Vendor responses to requests for quotations ("Contract(s)").

2. Indemnification. To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, fines, penalties, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, directives, errors, mistakes, or omissions, in connection with (i) the delivery of goods, and/or (ii) the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of a Contract, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in a Contract and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in materials or workmanship.

This Agreement is not intended to, nor does it, waive sovereign or any other immunity or defenses available to the City or any of its elected officials, officers, employees, agents, or attorneys. Accordingly, Vendor acknowledges and agrees that the City cannot and is not obligated to indemnify, defend, or hold harmless Vendor for any claims arising out of or related to this Agreement.

3. Insurance
 - A. Coverage Term. All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
 - B. Primary Insurance. Vendor's insurance shall be, or endorsed to be, primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
 - C. Automatic Escalator. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than

the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.

- D. Use of Subcontractors. If any portion of this Contract is subcontracted in any way, Vendor shall execute written contract(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any contracts with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- E. Notice of Claim. The Vendor shall upon receipt of notice of any claim in connection with this Contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Vendor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Contract. A breach of this provision is material breach of the contract.
- F. Evidence of Insurance. Prior to commencing any work or services under a Contract, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
 - 1. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04 or their equivalents.
 - b. Auto Liability - Under ISO Form CA 20 48 or equivalent.
 - c. Excess Liability - Follow Form to underlying insurance.
 - 2. Vendor's insurance shall be primary insurance with respect to performance of the Contract.
 - 3. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of

Vendor's performance under this Contract.

4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

- G. Endorsements. Vendor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.
- H. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- I. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Vendor pursuant to this Contract and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Vendors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- J. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Vendor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts,

mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

- K. Workers' Compensation Insurance. Unless Vendor is classified by the NCCI as a construction company, if Vendor employs anyone who is required by law to be covered by workers' compensation insurance, Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under a Contract and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

- L. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.
4. Prevailing Wages. Pursuant to § 290.230.5, RSMo. if this Contract, or a project of which this Contract is a part, exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Vendor shall pay all its workers the applicable prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Contract is subject to prevailing wages as required by §§ 290.210, et. seq., RSMo. the City's determination shall control.
5. Work Authorization/E-verify. Pursuant to § 285.530, RSMo. if Contract exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

6. Notices and Requests. Any notice or other communication required or permitted to be given under a Contract shall be in writing and shall be deemed to have been duly given if (A) delivered

to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

With copy to: City of Lee's Summit
 220 SE Green St
 Lee's Summit, Missouri 64063
 Attn: City Attorney's Office

If to Vendor: To the address and contact person listed on the Contract

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

7. Anti-Discrimination Against Israel Act. If a Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of the Contract, and agrees for the duration of this Contract to not engage in a boycott of Israel as defined in Section 34.600, RSMo.
8. Applicable Law; Venue. All Contracts shall be governed by the laws of the State of Missouri, and a suit pertaining to any Contract may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
9. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.