



# PURCHASING DEPARTMENT

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

INVITATION TO BID NO. 50-20  
ISSUED: January 27, 2021  
PAGE 1 OF 32

Jackson County Missouri is seeking bids for a **Twelve (12) Month Term and Supply Contract, with One (1) Twelve Month Option to Extend**, for the furnishing of **Roofing Services** for use by **Various County and Court Departments**.

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CDT on February 23, 2021**, otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CDT on February 23, 2021, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith E. Allen. All questions must be emailed [kallen@jacksongov.org](mailto:kallen@jacksongov.org) as detailed under General Conditions, Item 5 on Page 10 of this Invitation to Bid.

By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; (2) to reject any or all offers; and (3) split the contract award for Roofing Services.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Certificate of Compliance: bidder must have a Certificate of Compliance from the Jackson County Compliance Review Office and submit the Certificate of Compliance with this bid. If you do not have a Certificate of Compliance follow the instructions on Page 4 herein to obtain the Certificate. Failure to obtain and attach a Certificate of Compliance from the Jackson County Missouri Compliance Review Office may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 5 and 6 hereof, fully completed and signed; (5) Receipt of Addendum, Page 8, completed and signed; (6) the Statement of No Bid, Page 7 hereof, if you do not intend to submit a bid; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; and (9) the Required Submittals, Section 5.0, Page 17 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 28 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

**PLEASE NOTE:** The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 10 and Exhibit A, Page 22 of this Invitation to Bid.

  
BOB CRUTSINGER  
Director of Finance and Purchasing

**RECEIVED**  
May 6, 2021  
Mary Jo Spino  
County Clerk

**A TERM AND SUPPLY CONTRACT for Roofing Services for use by Various County and Court Departments.**

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage, or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract annually beyond its original term for a time, not to exceed 12 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials \_\_\_\_\_ Minimum order, if applicable\$ \_\_\_\_\_  
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:  
CONTRACTOR'S NAME: Delta Innovative Services Inc. PHONE NO: 913-371-7100  
ADDRESS: 4141 Fairbanks Ave. KCKS 66106 FAX NO: 913-3717107  
NAME OF AUTHORIZED AGENT (print or type): Nick Sweeney DATE: 2/16/21  
SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ TITLE: Maintenance Director  
EMAIL ADDRESS OF AUTHORIZED AGENT: nsweeney@deltaservices.com  
FEDERAL ID NO: 20-0820115 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_  
WOMAN OWNED (WBE): \_\_\_\_\_

\*\*\*\*\*  
JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER:  DATE: 4-27-2021

**AFFIDAVIT**

STATE OF KS )  
 ) SS.  
COUNTY OF Wyandotte )

Delta Innovative Services Inc of the City of Kansas City  
County of Wyandotte State of KS being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of Delta Innovative Services Inc (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Delta Innovative Services Inc (Name of Bidder)  
By: [Signature] (Signature of Affiant)  
President (Title of Affiant)

Subscribed and sworn to before me this 23 day of February, 2021

Marilyn L Teeter

NOTARY PUBLIC in and for the County of Wyandotte (SEAL)

State of KS

My Commission Expires: Sept 24, 2023





**OFFICE OF THE COUNTY AUDITOR**

**COMPLIANCE REVIEW OFFICE**

415 E 12TH STREET, 2ND FLOOR  
KANSAS CITY, MISSOURI 64106

(816) 881-3302  
FAX (816) 881-3340  
COMPLIANCE@JACKSONGOV.ORG  
WWW.JACKSONGOV.ORG/AUDITOR

**CERTIFICATE OF COMPLIANCE NOTICE:**

Effective September 21, 2020 all vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

Certificates of Compliance will be required to be submitted with any bid response on September 21, 2020 or after. Failure to comply with this requirement may result in the REJECTION of a bid.

Vendors may complete a  
Certificate of Compliance Application by visiting  
[www.jacomocompliance.com](http://www.jacomocompliance.com)

**A Certificate of Compliance will certify that vendors meet the following requirements:**

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31<sup>st</sup> of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

**Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.**

**QUESTIONS? Email [compliance@jacksongov.org](mailto:compliance@jacksongov.org)**

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
(Complete in full, Use attachments if necessary)

Name of Bidder: Delta Innovative Services Inc.	
Address with Zip Code: 4141 Fairbanks KCKS 66106	
Federal Tax I.D. Number: 20-0820115	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If <b>SOLE PROPRIETORSHIP</b> , state name, address, and phone number of owner:	
<b>If CORPORATION:</b>	
Date of Incorporation: March 4, 2004	Name of State(s) in which incorporated: Kansas
President's Name: Sabina R. Boyle	Vice-President's Name: Danny Boyle
Secretary's Name:	Treasurer's Name:
<b>If PARTNERSHIP:</b>	
Is the Partnership: General Limited Association (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
<b>GENERAL INFORMATION:</b>	
Percent of work to be done under the proposed contract by your own staff: 95%	
No. of Permanent Employees: 175	Geographical Limits of Operation: Missouri & Kansas
No. of years in business: 22	
Have you ever done business under a different name: Yes No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued**

Has Contractor ever been sued for breach of any contract? Yes      No  (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:  
 New Century Adult Detention Center: \$1,454,086.00  
 Timber Sage Elementary: \$1,460,000.00  
 3M Bldg-14 Decatur, Al: \$2,060,000.00

List of Current Contracts, Including Amount of Each:  
 GSA Bannister Prospectus: \$9,306,491.00  
 Pembroke Hill School: \$1,889,000  
 Center SD Indian Creek: \$1,410,470.00

Please indicated how you intend to comply with the State of Missouri's Prevailing Wage Requirement:

We are a Union Shop. Members of the Local #20 and Local #2

Customer Reference (state name, address, and phone number):

Ivan Bird 25201 MO-78 816.796.4725 Lake City Army Ammunition Plant  
 Theron Kreizek 3705 W. 95th Terr. Leawood, KS 913.649.0123 Johnson County Management  
 Cynthia Shirley 7939 Floyd St OPKS Cadence Commercial Real Estate

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
MTS contracting (816) 421-0909	Masonry		
Db2 Services (913) 677-2408	Sheet metal	N/A	

State any other relevant information concerning Contractor's history, credentials, responsibility, and capabilities (if none, so state):

We have had this contract in the past and performed with out complaint.

DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES \_\_\_ NO 
  - African American \_\_\_ Latino \_\_\_ Native American \_\_\_ Asian \_\_\_ Pacific Islander \_\_\_
2. Woman Owned Business (WBE) YES \_\_\_ NO
3. Small Business YES \_\_\_ NO

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): <i>Nick Sweeney</i>	Title: <i>Maintenance Director</i>
Signature: <i>Nick Sweeney</i>	Date: <i>2/22/21</i>

**STATEMENT OF NO BID**

TO: Jackson County Purchasing Department  
Jackson County Courthouse  
415 East 12th Street, Room G1  
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to the above Invitation to Bid for the following reasons(s):

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements. *NA*
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda through and including numbers   0   and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

  M. J.    
Signature of Respondent

  2/22/21    
Date

  Delta Innovative Services Inc.    
Company Name

  4141 Fairbanks Ave    
Address

  Kansas City, KS 66106    
City, State, and Zip

  (913) 371-7100    
Phone



## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" format. Bids submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by 5:00pm CST on **February 16, 2021**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to this Invitation to Bid will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his bid that he has received all Addenda issued and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. **IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.**
7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.
10. **Bankruptcy or Insolvency:** Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.
11. **Patents:** Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.
12. **By virtue of statutory authority,** the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.
13. **Material Standards:** All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.
14. **Tax Clearance Required:** No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. **Insurance and Indemnification:** The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. **Inspection and Acceptance:** Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing their firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing (Exhibit F) and not by omission.

22. No lowest/highest respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

**29. Minority, Women and Veteran Business Enterprise Utilization:** Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org> Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

31. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids, and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

32. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

33. **Wage Rates:** Except as provided in subparagraph A., below, this contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

**A. Wage Law:** Except as provided in this subparagraph, the contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. Pursuant to section 290.230.5, the provisions of the prevailing wage law do not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the county for the total project cost is in the amount of \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph 33 do not apply to any contract that is excluded from the applicability of the Missouri prevailing wage law pursuant to section 290.230.5, RSMo.

B. Penalty: The Contractor shall forfeit as a penalty to the County, Ten Dollars (\$10.00) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. Withholding Payment: Under Section 290.250 of said law, the County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws.

D. Required Records: The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County.

E. No Adjustment for Changes in Rates: During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

F. Exceeding Rates and Hours: The prevailing wage law does not prohibit payment of more than the prevailing rate of wages, nor does it limit the hours of work which may be performed by any workman in a particular period of time.

G. Required Affidavit: No final payment for work under this contract will be made by the County until it has received from each Contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.

H. Prevailing Wages: The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.

I. Posting: Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.

J. Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329): The Contractor is required to comply with Section 103 of the above Act.

K. Certified Payroll Records: An original copy of certified payroll records shall be mailed weekly to the Project Supervisor. A copy of certified Payroll records indicating applicable invoice number(s) shall also be e-mailed to the Compliance Review Office at [CRO@jacksongov.org](mailto:CRO@jacksongov.org).

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named.

The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e. 3<sup>rd</sup> Level, or 3<sup>rd</sup> 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll. Contractors are welcome to submit one letter listing all apprentices that have been or will be used on a project.

The proper ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

34. Changes in the Work: Changes in the works as defined in this Invitation to Bid which result in additions, deletions, or other revisions to the Contract Sum or Contract Time must be accomplished by written Change Order to the Contractor. Such Change Orders must be submitted in writing by the Contractor and approved in writing by the County prior to the commencement of the work included in such Change Orders.

## 1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Options to Extend for the furnishing of **Roofing Services for Various County and Court Departments.**
- 1.2 Although exact usage cannot be determined, the County estimates it will spend \$260,000 annually on Roofing Services.
- 1.3 Jackson County reserves the right to split the contract award. Therefore, do not submit a bid if your bid would be all or nothing.

## 2.0 BID REQUIREMENTS

- 2.1 The Successful Contractor must have no less than five (5) years' experience in Roofing Services as described in this Invitation to Bid.
- 2.2 Experience and References provided by bidders shall be verified and will be a significant factor in the evaluation of this bid. Please attach to your bid a list of minimum of three (3) references including the following information:
  - 2.2.1 Company Name
  - 2.2.2 Company Address
  - 2.2.3 Contact Name
  - 2.2.4 Contact Phone Number
  - 2.2.5 Detailed description of services provided
- 2.3 **Note: Do not use Jackson County, Missouri as one of your references.**
- 2.4 All work performed under this Contract shall be performed in the Greater Kansas City Metropolitan Area. If the Respondent is not located in the Greater Kansas City Metropolitan Area, documentation **MUST BE** submitted with your bid response detailing how your company would perform the work detailed herein.

## 3.0 AWARD REQUIREMENTS

- 3.1 **Certificate of Insurance:** The Successful Respondent will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Exhibit A included herein within Ten (10) business days after receiving an award notification. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work under this Invitation to Bid.
- 3.2 **Performance and Materials and Labor Payments Bonds:** The Successful Contractor shall be required to submit to the Purchasing Department a Performance Bond and a Labor & Materials Payment Bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the original Twelve (12) Month Term within Ten (10) Business Days of receiving an Award Notification. The bonds must be in the form of bonds acceptable to the Director of Finance and Purchasing of Jackson County, Missouri, executed by a Surety Company authorized to do business in the State of Missouri, and listed in the Federal Register. Bonds must be received by the County prior to the commencement of any work. Jackson County reserves the right to require additional Performance Bonds and Labor & Materials (Payment) Bonds should the amount of work in progress exceed \$250,000.00. In addition, Performance Bond, and Labor & Materials (Payment) Bonds will be required for each extension term.
- 3.3 **Prevailing Hourly Wage Rates:** Compliance with the Prevailing Hourly Rate of Wages for Workmen is required on this contract pursuant to Section 29.262 RSMo 1994 Division of Labor Standards, State of Missouri. The County's Annual Wage Order from the State of Missouri is included as part of this Invitation to Bid. These rates are updated periodically; current rates will apply.
  - 3.3.1 A copy of certified Payroll records indicating applicable invoice number(s) shall also be e-mailed to the Compliance Review Office at [CRO@jacksongov.org](mailto:CRO@jacksongov.org).
- 3.4 The Successful Contractor may request increases in Hourly Wage Rates during the term of the Contract only when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workmen in that occupational title category. However, hourly rate increases will take effect only when the

- Successful Contractor has provided evidence in writing of such increases to the reasonable satisfaction of the county's Purchasing Administrator and the Purchasing Administrator has indicated approval of such in writing.
- 3.5 Exempt Entity: Jackson County, Missouri is an exempt entity under Section 114.062, Revised Statutes of Missouri. Upon request of the Successful Contractor, Jackson County will issue a project specific Missouri State Sales Tax Exemption Certificate to the Successful Contractor and their named Subcontractors to be utilized during the performance of this Contract. This certificate must be requested **prior to the purchase of any supplies**. Under no circumstances can this certificate be backdated to cover materials already purchased.
- 3.6 Certified Payroll Records: An original copy of certified payroll records shall be mailed weekly to the Project Supervisor. A photocopy of certified payroll records including applicable invoice numbers shall also be mailed to Tom Wyrch, Compliance Review Officer, at 415 E 12<sup>th</sup> Street, Kansas City, MO 64106. Copies of certified payroll records must be provided to the Jackson County, Missouri Purchasing Department.
- 3.6.1 Payroll Records must meet the following minimum requirements:
- 3.6.1.1 Workers must be classified according to the State's Occupational Title Rule. Workers listed as a Journey Worker for Local Union XX is not acceptable. The specific classification must be named.
  - 3.6.1.2 The specific Group must be named. It is impossible to compare wage rate paid to the proper prevailing wage rate if the group is not listed.
  - 3.6.1.3 For all apprentices shown on each payroll, the apprentice letter must be attached confirming registration in this program, level in the program (e.g., 3rd Level, or 3rd 6-month period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on a payroll. Contractors are welcome to submit one letter listing all apprentices that have been or will be used on the project.
  - 3.6.1.4 The proper ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.
  - 3.6.1.5 Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certification page of the payroll form. If the fringe benefit contributions are not indicated by an hourly rate on the certified payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.
  - 3.6.1.6 Prevailing wage affidavit of compliance must be signed.
- 3.7 For Services performed at the Department of Corrections: All employees of the Successful Contractor must have a valid Driver's License or State I.D. Card. A background check will be done on ALL service personnel. The Successful Contractor is to supply Name (Last/First/Middle Initial), Race, Date of Birth, and Social Security Number on all employees, prior to the entry into the facility. Those with outstanding warrants will be denied access to the facility and are subject to arrest. Employees are subject to search while in the facility.
- 3.8 Licenses and Permits
- 3.8.1 The Successful Contractor must provide a copy of a current Missouri State Business License to the Purchasing Department ten (10) business days after receiving an award notification to be kept in the bid as part of the permanent record and must be received by the Purchasing prior to the commencement of work.
  - 3.8.2 The Successful Contractor must obtain any permits from the appropriate entity for work performed as a result of Contract Award. Building permits must be displayed as required.
- 3.9 Performance and Materials Payments Bond cost must be considered in pricing.
- 3.10 CUP Goals set in Page 24 must be adhered to, failure to include goals will result in the rejection of your bid.

#### 4.0 SPECIFICATIONS

##### 4.1 SCOPE OF WORK

- 4.1.1 The Successful Contractor shall furnish all labor, materials, tools, equipment, and supervision for on-call roofing services at various County owned and/or operated buildings within the boundaries of Jackson County, Missouri on a time and materials basis.
- 4.1.2 Roofing Services shall include all types of low slope and steep slope roofing, including but not limited to: built-up asphalt, modified bitumen, EPDM, fiberglass shingle, slate, tile, wood shake, metal, and single ply membrane (roofing, flashing, and counter flashing), gutters and downspouts, vents, drains, skylights, insulation and roof decking of all types.
- 4.1.3 The Successful Contractor shall be capable of performing services on all the following, but not limited to, roof types.

NO.	ROOF TYPE	CIRCLE MANUFACTURERS YOU ARE CURRENTLY AUTHORIZED TO INSTALL/REPAIR
1.	BUILT-UP ROOFING (BUR): Hot asphalt, Coal tar or Cold-applied adhesive	Tamko    Johns-Mansville    Firestone    Tremco
2.	MODIFIED BITUMEN: Hot asphalt, Cold-applied adhesives, or torch method	Derbigum    CertainTeed    GAF
3.	SINGLE PLY MEMBRANE: TPO, EPDM, PVC or Hypalon	Carlisle-Syntec    Firestone    Johns-Mansville    GAF Tremco    Versico    GenFlex
4.	ASPHALT SHINGLES	GAF    CertainTeed    Owens Corning    Tamko
5.	CLAY TILE ROOFING: to include Spanish (Barrel) or Mission	Ludowici    Santafé Tile    Boral USA    MCA Tile Gladding, McBean    Northern Roof Tiles

- 4.1.4 The work to be done under this contract includes, but is not limited to: the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- 4.1.5 The requirements listed above are intended as an aid to the Respondent to acquaint them with what could be required to execute work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Successful Contractor in accordance with the terms of this contract.
- 4.1.6 All roof systems shall be installed according to the requirements of the roofing system manufacturer for the type of roof system and required warranty as specified. In the event that the work performed is a repair or work not covered by a specific manufacturer's warranty (e.g. gutters and downspouts and other sheet metal work), the best practices as recommended by NRCA and SMACNA shall apply.
- 4.1.7 Repair and Replacement estimates shall be included in this Contract at no additional charge. The County reserves the right to determine if the repairs and/or work shall proceed.
- 4.1.8 Jackson County, Missouri reserves the right to bid projects separately at any time during the term of this contract and any of its extensions.
- 4.1.9 The Project Supervisor shall stipulate whether the Successful Contractor will quote prices for regular time, over time, or a combination thereof. The Project Supervisor will inform the Successful Contractor to perform work during normal working hours or a combination of normal and overtime work hours. The Successful Contractor shall only work overtime when specifically told to do so.



- 4.1.10 Final dimensions shall be determined at the site by the Successful Contractor prior to the construction or repair. All dimensions for fitting and final sizing are their responsibility.
- 4.1.11 Utilities: Jackson County shall make available all required utilities to the Successful Contractor for work under this contract. Accidental interruption(s) caused by the Successful Contractor, and repair thereto, shall be the at the Successful Contractor's expense. Planned interruptions under this contract shall be coordinated with the Project Supervisor for approval prior to use on any job under this contract.

#### 4.2 GUARANTEES AND WARRANTIES

- 4.2.1 All roof systems furnished and installed under this contract shall be unconditionally guaranteed by the Successful Contractor for a minimum of one (1) year from the date of acceptance of the work by the County against any and all defects in materials, workmanship and installation.
- 4.2.2 In addition, such manufacturer's warranties as may be required on a per job basis shall be furnished by the Successful Contractor, up to and including 20 year no-dollar limit (NDL) warranties and the associated fees from the manufacturer may be billed to the County.
- 4.2.3 Any labor, materials, or equipment needed to respond to a request for guarantee or warranty service shall be solely at the Successful Contractor's risk and expense.
- 4.2.4 Repair work is to be guaranteed only to the extent that the work was completed in accordance with currently accepted best roofing practices as detailed in NRCA (National Roofing Contractors Association).

#### 4.3 Response Time:

- 4.3.1 The Successful Contractor shall be available for service Monday – Friday from 8:00 a.m. until 5:00 p.m.
- 4.3.2 Requests for service shall have a response time within twenty-four (24) hours from notification.

- 4.4 Site Work – The Contractor shall conduct his work in a manner that will eliminate hazards to persons and property in the area. Areas under construction shall be marked with temporary barricades, ribbon, or other methods necessary to provide safety warning to the public.
- 4.5 Site Cleanup – The Successful Contractor shall remove from the premises and properly dispose of all waste material and debris resulting from all work. This Contractor shall keep packaging, waste and debris picked up as the work progresses. The job site shall be left neat and clean.
- 4.6 Protection of Property – The Successful Contractor shall protect adjacent improvements from work in progress (landscaping, sidewalks, flooring, etc.). Any damage caused by the Successful Contractor shall be repaired at the Successful Contractor's expense. The Successful Contractor shall be responsible to leave all job sites in a condition as near as possible to that which existed prior to any work. The Successful Contractor shall include site worker protection.

### 5.0 REQUIRED SUBMITTALS

- 5.1 The following information must be submitted with your response to this Invitation to Bid:
  - 5.1.1 Contractor 's Signature Portion, page 2
  - 5.1.2 Affidavit, page 3
  - 5.1.3 Compliance Review Form, page 4; or a copy of current Jackson County Certificate of Compliance
  - 5.1.4 Statement of Contractor's Qualifications, page 5-6
  - 5.1.5 Acknowledgement of Receipt of Addenda, page 8
  - 5.1.6 Quotation, pages 19-20
  - 5.1.7 Bidder's Exceptions, Exhibit F, page 23
  - 5.1.8 Greater KC Metro area memo, page 14, section 2.4
  - 5.1.10 References, Page 14, Section 2.2
  - 5.1.11 Contractor 's Utilization Plan, Pages 24-28

## 6.0 QUESTIONS

- 6.1 All Questions regarding this Invitation to Bid **must be in writing and e-mailed** as detailed under General Conditions, Item Number Five (5) on Page Nine (9) of this Invitation to Bid by 5:00pm CDT on February 16, 2021. Point of contact for this Invitation to Bid is Keith E. Allen at [KAllen@jacksongov.org](mailto:KAllen@jacksongov.org).
- 6.2 All answers to questions will be published on the County's website in the form of Addenda. Respondents must check for Addenda prior to submitting their proposal.
- 6.3 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents **may not** contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent's submission.

## 7.0 POST AWARD INFORMATION

- 7.1 The Successful Contractor will be contacted for services as required for ALL work by the Project Supervisor or the supervisors on the approved call out list. In the event services are required by other departments, the Successful Contractor will be contacted by individuals identified by the appropriate Department Director.
- 7.2 Hourly charges, if applicable, are to begin when the service technician arrives at job site or reports to the Department Head or his designee, whichever is requested by the County. The Successful Contractor shall NOT commence any work until he has notified the proper County personnel of his arrival. **The Successful Contractor will not be allowed travel time. Bidder is to include in quoted hourly rate amount required to cover travel time.** The County shall not be responsible for payment to the Successful Contractor for any briefings or meetings held between the County and the Contractor, as these meetings are to the mutual benefit of both parties.
- 7.3 Prior to commencing any work, the Successful Contractor will be required to provide a NOT TO EXCEED WORK ORDER COST ESTIMATE. The estimate shall be reviewed and approved by the Project Supervisor or for other Departments by individuals identified by the appropriate Department Directors. This estimate may be required on work considered NEW and/or REPAIR at the County's discretion. The estimate must be WRITTEN and does not negate the requirement for time and materials to be detailed on submitted invoices.
- 7.4 All work shall be performed, and all complaints handled with due regard to the County public relations. The Successful Contractor shall utilize competent employees in performing the work. At the request of the County, the Successful Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in his or her employ. The County and the Successful Contractor shall each be promptly notified by the other of any complaints received.
- 7.5 The Successful 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 County be responsible for any damages to any of the Successful Contractor's equipment or clothing lost, damaged, destroyed or stolen.
- 7.6 Proper safety precautions shall be used at all times and shall remain the Successful Contractor's responsibility. The Successful Contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.
- 7.7 The Successful Contractor or any subcontractor and their employees, while on Family Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.
  - 7.7.1 As of August 28, 2009; pursuant to the Missouri Revised Statutes (Chapter 292) Health and Safety of Employees (Section 292.675, paragraph 2) "Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
  - 7.7.2 Any employee of the contractor or subcontractor doing work at the Family Court MUST be able to provide the **OSHA 10 Hour Card** upon request of the Facilities Manager or Senior Purchasing Agent. Failure to provide the card will be grounds for the employee of the contractor or subcontractor to be asked to leave the premises.

7.8 Performance and Labor Materials Bond will be due before any work can begin.

## 8.0 PURCHASE ORDERS

- 8.1 The Successful Contractor must have a copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department BEFORE providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.
- 8.2 The Jackson County, Missouri Purchasing Department may issue to the Successful Contractor a "Blanket" or "Miscellaneous" Purchase Order to cover a specific portion of the term of this contract. The Purchase Order may be for a stated dollar amount and will terminate when the dollar amount shown has been used or at the expiration of the contract, whichever comes first.
- 8.3 If a "Blanket" or "Miscellaneous" Purchase Order is issued, the Successful Contractor will submit Invoices to the Jackson County Accounting Department and payments will be made on a monthly basis. Other Purchase Orders will be paid Net 30 Days. **The Successful Contractor will indicate the Purchase Order Number on all Invoices.**

## 9.0 INVOICES AND PAYMENT

- 9.1 Parts under this contract are for those items directly related to the services and/or specified in this Invitation to Bid. The County reserves the right to require that a copy of the Successful Contractor's supplier's invoice to be submitted with the invoice for payment for any invoice over \$100.
- 9.2 The Successful Contractor shall submit, on a timely basis, an itemized detailed statement of services rendered, including the following information:
- 9.2.1 Name of County personnel authorizing the work.
  - 9.2.2 Name of employees who worked on the job.
  - 9.2.3 Required Prevailing Wage documentation
  - 9.2.4 The hours and rates spent on each job for each given day.
  - 9.2.5 A list of all materials used for each job, a copy of the supplier's invoice, the Successful Contractor's mark-up, and the location the materials were used.
  - 9.2.6 When parts were used for the job, the percentage of cost must also be shown on the invoice.
  - 9.2.7 The Purchase Order number shall be designated on all invoices.
  - 9.2.8 All service tickets must be signed by an authorized County employee. Invoices will not be paid without said signature.
  - 9.2.9 Job specific progress payments may be allowed at the County's discretion.
- 9.3 The Successful Contractor shall keep complete records of all the work performed under this contract. Work covered under this Contract shall be invoiced separately from any other work and/or purchases by the County. Requests for payment shall be submitted by project/job.
- 9.4 The County reserves the right to purchase materials for the Successful Contractor at the discretion of the County.
- 9.5 For prompt payment, all invoices (an original and one duplicate), and copies of work orders shall be sent directly to:
- |  |   |
|--|---|
| Jackson County Facilities Management Division<br>Attn: Courtney Henderson<br>303 W. Walnut<br>Independence, MO 64050 | Jackson County Family Court<br>Attn: Purchasing Department<br>625 E. 26 <sup>th</sup> Street<br>Kansas City, MO 64108 |
|--|---|
- 9.5.1 In the event services are required by a different department, invoicing information must be requested from the Project Supervisor.
- 9.6 Fuel Surcharge – No Fuel Surcharges allowed during the term of this contract. The Successful Contractor(s) will not bill Jackson County for any fuel surcharges throughout the term of this contract and its extensions.

## 10.0 QUOTATION

- 10.1 Provide a quotation for the Occupational Titles listed below. If additional Occupational Titles apply, submit an attachment with the applicable titles and quotation.

10.2 Provide pricing for projects bid valued at **\$75,000 OR LESS** (No Prevailing Wage Required)

NO	OCCUPATIONAL TITLE	HOURLY RATE REGULAR TIME	HOURLY RATE OVERTIME	HOURLY RATE WEEKENDS/HOLIDAYS
1.0	Roofer/Water proofer	\$80.00	\$110.00	\$135.00
2.0	Truck Driver - Teamster	\$10.30	\$15.40	\$20.60
3.0	Laborer	\$10.30	\$15.40	\$20.60
4.0	Sheet Metal Worker	\$95.00	\$125.00	\$155.00
5.0	Cement Mason/Bricklayer	\$25.00	\$37.50	\$55.00
6.0	Carpenter	\$10.30	\$15.40	\$20.60
Total of Lines 1.0 – 6.0				

10.3 Provide pricing for projects bid valued at **MORE THAN \$75,000** (Annual Wage Order 26 Applies)

NO	OCCUPATIONAL TITLE	HOURLY RATE REGULAR TIME	HOURLY RATE OVERTIME	HOURLY RATE WEEKENDS/HOLIDAYS
7.0	Roofer/Water proofer	\$80.00	1.5x	2x
8.0	Truck Driver - Teamster	\$75.37	1.5x	2x
9.0	Laborer	\$75.37	1.5x	2x
10.0	Sheet Metal Worker	\$95.00	1.5x	2x
11.0	Cement Mason/Bricklayer	\$98.00	1.5x	2x
12.0	Carpenter	\$98.00	1.5x	2x
Total of Lines 7.0 – 12.0				

10.4 Percentage Mark-Up for Materials 5% %

**NOTE:** Percentage mark-up for parts, equipment, materials, and supplies furnished by the subcontractors of the successful contractor shall be paid by the county only once and directly to the successful contractor and shall not exceed the percentage quoted above. The County will not pay for rental to the successful contractor for equipment, parts and supplies that are customarily used in the operation of the Successful Contractor's business.

**HOURS OF SERVICE:**

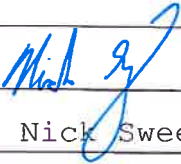
Indicate Normal Service Hours and Days available: Monday-Friday 7am-5pm

Indicate Overtime Service Hours and Days available: M-F 5:01pm-6:59AM All Day Saturday and Double time on Sunday

Indicate name and phone number of the contact person who should receive service calls:

Name: Nick Sweeney

Phone: 816.896.1193 nsweeney@deltaservices.com

SIGNATURE: 	DATE: 2/19/21
NAME (PRINT): Nick Sweeney	PHONE: 913.371-7100
TITLE (PRINT): Maintenance Director	CELL: 816.896.1193
COMPANY NAME (PRINT) Delta Innovative Services Inc.	FAX: 913.371.7107
E-MAIL ADDRESS (PRINT) nsweeney@deltaservices.com	
E-MAIL ADDRESS FOR PO'S (PRINT) accounting@deltaservices.com	
URL (PRINT): www.deltaservices.com	

## **EXHIBIT A, INSURANCE**

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

### **1. COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

### **2. COMMERCIAL AUTOMOBILE LIABILITY**

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

### **3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

### **4. EXCESS/UMBRELLA LIABILITY COVERAGE**

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

### **5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE**

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

### **6. QUALIFICATIONS INSURANCE CARRIERS**

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

### **7. FAILURE TO MAINTAIN INSURANCE COVERAGE**


Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

**EXHIBIT F**  
**BIDDER'S EXCEPTIONS**  
**TO**  
**SPECIFICATIONS**  
**OF**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 50-20**

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Invitation to Bid No. 50-20 are requested by the undersigned Respondent: (Use additional pages, as necessary.)

<b>REFERENCE PARA # &amp; PAGE #</b>	<b>EXCEPTION REQUESTED</b>
Not applicable	

Name of Firm: Delta Innovative Services Inc.  
Signature of Bidder: 



**OFFICE OF THE COUNTY AUDITOR**  
**COMPLIANCE REVIEW OFFICE**  
415 E 12TH STREET, 2ND FLOOR  
KANSAS CITY, MISSOURI 64106

(816) 881-3302  
FAX (816) 881-3340  
CRO@JACKSONGOV.ORG  
WWW.JACKSONGOV.ORG/AUDITOR

**JACKSON COUNTY, MISSOURI**  
**CONTRACTOR UTILIZATION PLAN**

**Bid/RFP/RFQ Number:** 50-20  
**Bid/RFP/RFQ Title:** Roofing Services  
**Contracting Department:** Various County and Court Departments  
**Respondent:** \_\_\_\_\_

I, Sabrina R. Boyle, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

**The goals set by Jackson County, Missouri are:**

9.5% MBE    11.7% WBE    9.5% VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.5 % MBE    11.7 % WBE    9.5 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.**

**Please note:**

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

<b>***INTERNAL USE ONLY***</b>	
<b>CUP RECEIVED:</b> _____	<b>CUP APPROVED:</b> _____
<b>GFE RECEIVED:</b> _____	<b>GFE APPROVED:</b> _____
<b>CUP REVISED:</b> _____	<b>REVISION APPROVED:</b> _____
<b>APPROVED GOALS:</b> _____ <b>MBE</b> _____ <b>WBE</b> _____ <b>VBE</b>	
<b>RES/ORD:</b> _____	<b>AMT AWARDED:</b> _____
<b>NOTES:</b>	

**MBE SUBCONTRACTORS**



**Description**

**Bidder Response**

A.	MBE Firm:	EG Tech	<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub A Contract Value: \$
	Address line 1:	4833 Mercier	
	Address line 2-include County:	KCMO Jackson CO	
	Telephone Number:	816.931.2186	
	President/Owner:	Eva Hernandez	
	Email Address:	ehernandez@kc.rr.com	
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B.	MBE Firm:		<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	MBE Firm:		<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		<b>TOTAL MBE VALUE</b>	\$

\*\*\*Add Additional Pages as Necessary\*\*\*

**Description**

**Bidder Response**

A.	WBE Firm:	Hogarty and Associates	<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub A Contract Value: \$
	Address line 1:	6045 Martway St # 102,	
	Address line 2-include County:	Mission KS Johnson Co	
	Telephone Number:	913.384.4100	
	President/Owner:	Kathy Hogarty	
	Email Address:	kathy@hogartyinc.com	
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B.	WBE Firm:		<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	WBE Firm:		<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		<b>TOTAL WBE VALUE</b>	\$

\*\*\*Add Additional Pages as Necessary\*\*\*

**Description**

**Bidder Response**

A.	VBE Firm:	Black Dog Enterprises	<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub A Contract Value: \$
	Address line 1:	9300 E. 155th St	
	Address line 2-include County:	KCMO Jackson Co.	
	Telephone Number:	816.331.7050	
	President/Owner:	Kenny Burnett	
	Email Address:	laburnet@sbcglobal.net	
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

B.	VBE Firm:		<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		

C.	VBE Firm:		<b>INTERNAL USE ONLY</b>  Certifying Agency: _____ KCMO _____ State of MO  Approved: Y N  Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		<b>TOTAL VBE VALUE</b>	\$

\*\*\*Add Additional Pages as Necessary\*\*\*

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

**Good Faith Effort:**

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

**Contractor Modification Form:**

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

**Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.**

**\*\*\*Contact the Compliance Review Office for assistance or to request forms.\*\*\***

*I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.*

**Respondent Primary Contact:** Nick Sweeney

**Title:** Maintenance Director **Email:** nsweeney@deltaservices.com

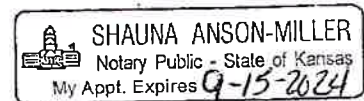
**Date:** 3/18/21 **Phone:** 816.896.1193

Subscribed and sworn to before me this 18<sup>th</sup> day of March, 2021.

My Commission Expires: 9-15-2024

Shauna Anson-Miller

Notary Public  
(Attach corporate seal if applicable)



**For questions on this form please contact:**

**Compliance Review Office  
816-881-3302  
CRO@jacksongov.org**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 27

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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$63.92
Boilermaker	*\$33.53
Bricklayer	\$56.71
Carpenter	\$57.23
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$51.50
Plasterer	
Communications Technician	\$57.83
Electrician (Inside Wireman)	\$63.56
Electrician Outside Lineman	\$65.49
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$33.53
Glazier	\$54.70
Ironworker	\$63.98
Laborer	\$45.82
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$51.48
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$57.14
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.72
Plumber	\$69.71
Pipe Fitter	
Roofer	\$53.67
Sheet Metal Worker	\$67.20
Sprinkler Fitter	\$59.86
Truck Driver	\$49.82
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for  
 JACKSON County

REPLACEMENT PAGE

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
<b>Carpenter</b>	<b>\$65.11</b>
Millwright	
Pile Driver	
<b>Electrician (Outside Lineman)</b>	<b>\$65.49</b>
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
<b>Laborer</b>	<b>\$48.45</b>
General Laborer	
Skilled Laborer	
<b>Operating Engineer</b>	<b>\$63.12</b>
Group I	
Group II	
Group III	
Group IV	
<b>Truck Driver</b>	<b>\$46.50</b>
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## **OVERTIME and HOLIDAYS**

### **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### **HOLIDAYS**

January First;  
The last Monday in May;  
July Fourth;  
The first Monday in September;  
November Eleventh;  
The fourth Thursday in November; and  
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.