

**CITY OF LEBANON
BOARD OF PUBLIC WORKS MEETING
WEDNESDAY, MARCH 19, 2025, 12:00 PM
LEBANON PUBLIC WORKS, 1401 WEST COMMERCIAL
“TENTATIVE AGENDA”**

1. Call to Order, Roll Call, and Declaration of Quorum
2. Public Comments
3. Approval of Minutes
 - a. January 15, 2025, Regular Meeting
4. Discussions and Presentations
 - a. Monthly Operations Detail Report
5. Resolutions
 - a. Resolution No. 2025-002- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of Ultraviolet System Parts from Xylem Water Solutions USA, Inc. (Environmental Superintendent Eric Mork)
 - b. Resolution No. 2025-003- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase and installation of insulation at the Equipment Building located at the Wastewater Treatment Plant from Black Sheep Building Products. (Environmental Superintendent Eric Mork)
 - c. Resolution No. 2025-004- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of Chlorine Monitors from HD Supply Facilities Maintenance LTD. (Environmental Superintendent Eric Mork)
 - d. Resolution No. 2025-005- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of Chlorine Scales from Deskin Scale Company. (Environmental Superintendent Eric Mork)
 - e. Resolution No. 2025-006- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of a Pump and Motor for the I-44 Lift Station from SRI-MO. (Environmental Superintendent Eric Mork)
 - f. Resolution No. 2025-007- A Resolution by the Board of Public Works of Lebanon, Missouri, approving an addendum to Task Order No. 6 with Toth and Associates, Inc. (Electric Superintendent Travis Long)
 - g. Resolution No. 2025-008- A Resolution by the Board of Public Works of the City of Lebanon, Missouri, approving the purchase of a 15kV Recloser for Mother’S Garden from Tavrida Electric. (Electric Superintendent Travis Long)
 - h. Resolution No. 2025-009- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of additional Electric Material for the I-44 Crossing Project from Fletcher Reinhardt. (Electric Superintendent Travis Long)

You can obtain a copy of this notice and view the full agenda packet online at www.lebanonmissouri.org. If you require a paper copy of this notice, please [email the Custodian of Records](#) or call at 417-991-2360.

6. Board Member Comments
7. Adjournment

CITY OF LEBANON
BOARD OF PUBLIC WORKS REGULAR MEETING MINUTES
JANUARY 15, 2025

BE IT REMEMBERED that the Board of Public Works of the City of Lebanon, Missouri, met in Regular Session on January 15, 2025 at 12:00 PM in the meeting room at the Public Works Facility located at 1401 West Commercial.

CALL TO ORDER, ROLL CALL, AND DECLARATION OF QUORUM

Upon roll call, the following Officers were present: Don Anderson, Ted Dahl, Jeremy Goforth, LeAnn Mather. Absent: None.

A quorum was declared.

Staff members and others in attendance: Public Works Director/Board of Public Works General Manager Richard Shockley, Electric Superintendent Travis Long, Environmental Services Superintendent Eric Mork, IT Manager Oakley Banks, Equipment Technician Justin Elam, Public Works Analyst Kelly Roberts, and City Clerk Lacey Brackett.

PUBLIC COMMENTS

There were no public comments.

DISCUSSIONS AND PRESENTATIONS

Certificate Presentations

Environmental Superintendent Eric Mork presented Equipment Technician Justin Elam with a certificate of certification for the Class C Wastewater Treatment Operator License issued by the Missouri Department of Natural Resources

Suncrest Properties- Oakwood Trailer Park

Brett Bowman, owner of Suncrest Properties, and Head of Asset Management Kristen Hensley gave a presentation regarding Oakwood Estates Mobile Home Community to discuss water conservation issues. Bowman stated that Suncrest owns two locations in Lebanon, Ivey Acres and Oakwood Estates. Bowman and Hensley raised concerns about significant water conservation issues, noting that approximately 500,000 gallons of water are being used every month, resulting in higher utility bills. Suncrest presented three proposals to the board: the first option was to issue a sub-meter variance; the second option was for the City to install its own meters and directly bill residents for water and sewer services; and the third option was for Suncrest to set an allowance for water use and issue violations for exceeding the allotted amount.

After the presentation, a brief discussion took place. Goforth inquired whether Suncrest was aware of the water issue when they purchased the property. Shockley explained that the layout of the trailer park creates minimal opportunities to address the issue and noted that the City Counselor recommended a code change rather than a waiver. Shockley shared there

would be discussion amongst the board in the near future regarding the issue. Shockley also shared that there would be further discussion among the board in the near future regarding the issue.

Operations Detail Report

Electric Superintendent Travis Long provided an update on completed and ongoing projects, including the completion of Lake Regional Phase II electric service installation, replacement of a broken pole at Bland and Morris following an accident, and collaboration with engineers on the Lebanon High School project. He also noted that crews are conducting capacitor inspections and repairs and provided an update on the apprentice progress. Chairwoman Mather inquired if there were any impacts from the ice storm, with Long advising that there were none.

Environmental Superintendent Eric Mork provided an update on completed and ongoing projects, including installing the remaining sewer main at Legacy Trails and having approximately 460 linear feet of 4,300 linear feet installed due to encountering rock. He also reported repairing three 12-inch water leaks and completing 19 work orders consisting of backups, tap locates, and smoke testing.

During the discussion, Board Member Goforth stepped out at 12:40 p.m. and returned to the meeting at 12:42 p.m.

OCTOBER 2024 FINANCIALS

Public Works Director Richard Shockley gave an overview, noting that reserves were down due to encumbrances on electric. He also shared that water and wastewater reserves were good and on budget.

APPROVAL OF MINUTES

December 4, 2024, Meeting Minutes

Don Anderson moved and Ted Dahl seconded that the Board approve the minutes as presented.

Motion carried as follows: Yea: (4) Don Anderson, Ted Dahl, Jeremy Goforth, LeAnn Mather; Nay: (0) None; Abstain: (0) None; Absent: (0) None.

RESOLUTIONS

Resolution No. 2025-001- A Resolution by the Board of Public Works of Lebanon, Missouri, authorizing and directing the Chairman of the Board of Public Works to enter into and execute Task Order No. 11 with Toth and Associates for the replacement of relay panels for Substation 3.

Jeremy Goforth moved and Ted Dahl seconded that the Board approve Resolution No. 2025-001 as presented. Motion carried as follows: Yea: (4) Don Anderson, Ted Dahl, Jeremy Goforth, LeAnn Mather; Nay: (0) None; Abstain: (0) None; Absent: (0) None.

Chairwoman Mather declared Resolution No. 2025-001 duly passed and approved.

BOARD MEMBER COMMENTS

Chairwoman Mather inquired about the sub-meter issue. A brief discussion followed, and Shockley reiterated that Attorney Allen would prefer a change in code rather than a variance. Board Member Dahl asked if there was a way to make other areas compliant, such as Ivery Acres, and Shockley shared that they would provide data to the Board and offer a breakdown of the monthly bill.

Mather shared the next meeting would be on February 5, 2025.

Adjournment

Chairwoman Mather declared the meeting adjourned at 1:00 p.m.

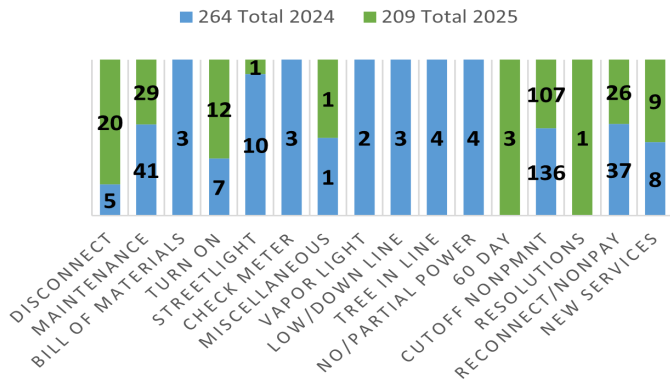
Chairwoman LeAnn Mather

Minutes Approved

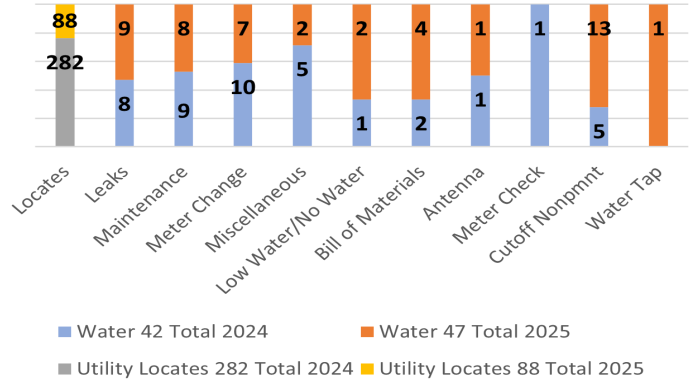
Operations Detail Report February 2025

WORK ORDERS

ELECTRIC

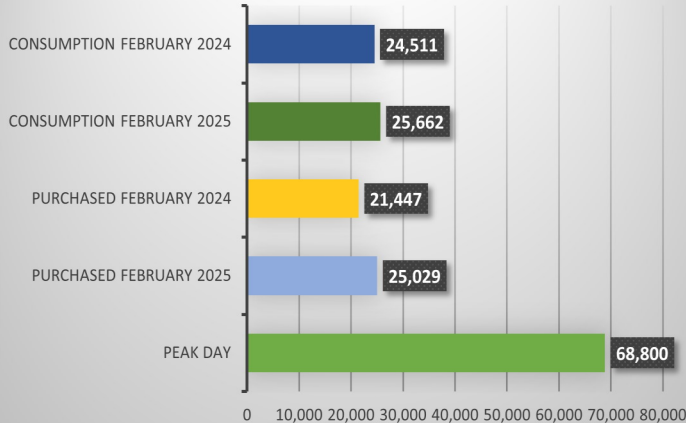


Environmental

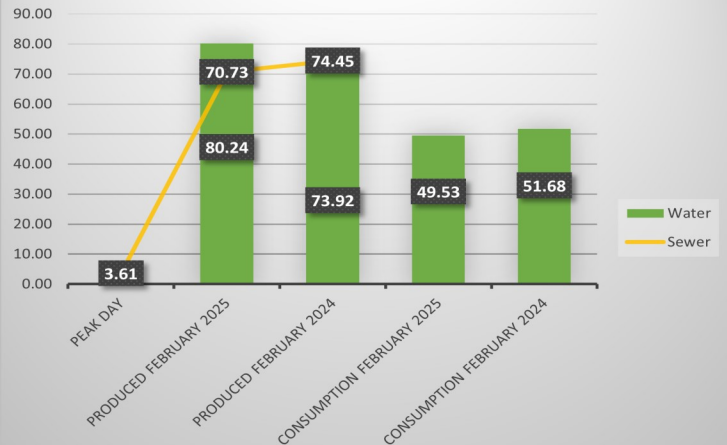


PRODUCTION

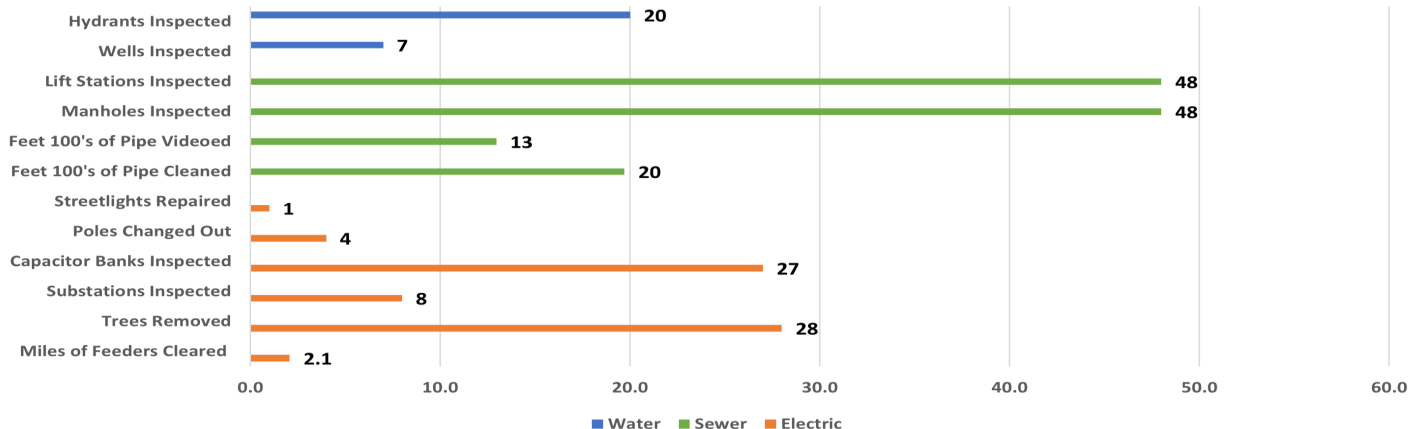
Electric in Kilowatts



Environmental in Million Gallons



WORK ACTIVITY





To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-002- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of Ultraviolet System Parts from Xylem Water Solutions USA, Inc. (Environmental Superintendent Eric Mork)

CIP Number: 85-WWO-006-23

Spent Year To Date: \$0.00

Budget Amount: \$40,000

Funding Source: 85-5-200-2020.000

Subject Matter:

Parts to maintain the Ultraviolet Light Disinfection system at the WWTP.

Background (problem/explanation):

This is the recommended parts included in the site visit report to maintain the system.

This is Sole Source.

Staff Recommendation:

Staff recommends purchasing parts from Xylem Water Solutions USA, Inc. for the amount of \$39,988.00

Submitted By: Eric Mork, Environmental Superintendent

Department: Environmental Services

Date: 03/07/2025

ATTACHMENTS:

1. Resolution No. 2025-002- Purchase, Ultraviolet System Parts, Xylem Solutions USA
2. Xylem Quote- Exhibit A

RESOLUTION NO. 2025-002

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING THE PURCHASE OF ULTRAVIOLET SYSTEM PARTS FROM XYLEM WATER SOLUTIONS USA, INC.

WHEREAS, that Forty Thousand Dollars (\$40,000.00) is reflected in the FY2025 Budget for purchase of UV System Parts and established as Project No. 85-WWO-006-23 in the Capital Improvement Plan (CIP); *and*

WHEREAS, that based on the site visit report, parts are recommended to maintain the system; *and*

WHEREAS, that City Staff recommends purchasing UV System Parts from Xylem Water Solutions USA, Inc., in accordance with the City *Purchasing Policy Section 2-435 Sole Source, specialized and non-standard items* in the amount of Thirty-Nine Thousand Nine Hundred Eighty-Eight Dollars (\$39,988.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase of Ultraviolet System Parts from Xylem Water Solutions USA, Inc. in the amount of Thirty-Nine Thousand Nine Hundred Eighty-Eight Dollars (\$39,988.00). Said Quote is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Wastewater Fund 85 in the amount of Nine Hundred Eighty-Eight Dollars (\$39,988.00) and properly capitalize as established under the Code of Ordinances of the City of Lebanon, Missouri, Chapter 2, Article VI, Section Sec. 2-477 et seq.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, as this 19th day of March 2025.

(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.



Sean Bennett, Director of Finance



**Xylem Water Solutions USA, Inc.
Wedeco Products**

March 10, 2025

4828 Parkway Plaza Blvd.
Suite 200
Charlotte, NC 28217
Tel 704/409-9700
Fax 704/409-9839

LEBANON WWTP
PO BOX 111
1727 MAIN ST
LEBANON MO 65536-0111

Quote # 2025-WED-0339
Account #: 163722

Project Name: LEBANON MO - 163722
Job Name: UV SPARES

Xylem Water Solutions USA, Inc. WEDECO is pleased to provide a quote for the following equipment and/or services for your approval.

UV SPARES

Qty	Part Number	Description	Unit Price	Extended Price
4	76-03 51 68	UV SENSOR SO13599 - DW	\$ 1,433.00	\$ 5,732.00
24	76-03 65 52	LAMP INSERT, TAK	\$ 113.00	\$ 2,712.00
36	76-610 23 94	LAMP, UV ECORAY ELR30	\$ 193.00	\$ 6,948.00
2	14-65 37 54	FESTO VALVE, CPE 18-M1H-5L-1/4 24V	\$ 269.00	\$ 538.00
48	76-611 03 40	LAMP CONN INCLUD ORANGE CABLE ORANGE CABLE	\$ 391.00	\$ 18,768.00
15	76-03 33 09	QUARTZ SLEEVE 48X2X1512	\$ 220.00	\$ 3,300.00
3	76-611 03 34	ORIGA MAINTENANCE KIT OSP L40 MAINTENANCE KIT 14347	\$ 446.00	\$ 1,338.00
3	76-80 67 61	SIGNAL GENERATOR REED SWICH WITH COVER	\$ 119.00	\$ 357.00

Total Price \$ 39,693.00

Freight Charge \$ 295.00

Total Price \$ 39,988.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Terms of Delivery below for freight payment terms.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

WEDECO
a xylem brand

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Terms of Delivery: PP/Add Order Position

Warranty: Standard warranty terms apply to the items in this quotation.

Validity: This Quote is valid for thirty (30) days.

Taxes: The prices quoted above do not include any state, federal, or locals sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of Payment: 100% N30 standard.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Water Solutions.

Schedule: Delivery lead times are approx. 5-10 working days after receipt of order acceptance. Limit switches are 2-3 weeks.

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Back Charges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Customer Acceptance: A signed facsimile of this quote is acceptance as a binding contract.

Signature: _____

Name (please print) _____

Date: _____ PO# _____

Site Contact Name: _____

Site Contact Phone Number: _____

Sincerely,

Lisa Axtman
Aftermarket Sales Coordinator
Phone: 980-276-9934

LISA.AXTMAN@XYLEM.COM



To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-003- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase and installation of insulation at the Equipment Building located at the Wastewater Treatment Plant from Black Sheep Building Products.
(Environmental Superintendent Eric Mork)

CIP Number: 85-WWO-005-15

Spent Year To Date: \$18,463.70

Budget Amount: \$50,000

Funding Source: 85-5-200-2010.000

Subject Matter:

Installation of insulation in the equipment building at the wastewater treatment plant.

Background (problem/explanation):

Alot of the existing insulation is falling down or is missing, and the building is not able to be heated efficiently.

We only received one bid.

Staff Recommendation:

Staff recommends awarding the bid to Black Sheep Building Products in the amount of \$11,000.00

Submitted By: Eric Mork, Environmental Superintendent

Department: Environmental Services

Date: 03/07/2025

ATTACHMENTS:

1. Resolution No. 2025-003- Purchase and Installation of Insulation at the WWTP, Black Sheep Building Materials
2. Exhibit A - Agreement for WWTP Equipment Building Insulation
3. Exhibit A of Agreement - WWTP Equipment Building Insulation
4. Exhibit B of Agreement - Supplier Response (BLACK SHEEP BUILDING PRODUCTS)

RESOLUTION NO. 2025-003

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING THE PURCHASE AND INSTALLATION OF INSULATION AT THE EQUIPMENT BUILDING LOCATED AT THE WASTEWATER TREATMENT PLANT FROM BLACK SHEEP BUILDING PRODUCTS.

WHEREAS, that Fifty Thousand Dollars (\$50,000.00) is reflected in the FY2025 Budget for Wastewater Treatment Plant building improvements and established as Project No. 85-WWO-005-15 in the Capital Improvement Plan (CIP); *and*

WHEREAS, that the existing insulation in the equipment building at the Wastewater Treatment Plant is deteriorating, preventing proper heating of the building and requiring repairs; *and*

WHEREAS, that bids for the purchase and installation of insulation were solicited in accordance with the City Purchasing Policy *Section 2-428 Written bids* and *Section 2-430 Capital improvement purchases*; and

WHEREAS, that only one (1) bid was received from Black Sheep Building Products for the purchase and installation of insulation in the amount of Eleven Thousand Dollars (\$11,000.00); and

WHEREAS, that City Staff recommends purchasing and installing insulation in the equipment building at the Wastewater Treatment Plant from Black Sheep Building Products in the amount of Eleven Thousand Dollars (\$11,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase and installation of insulation from Black Sheep Building Products in the amount of Eleven Thousand Dollars (\$11,000.00). Said Bid Tab is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Wastewater Fund 85 in the amount of Eleven Thousand Dollars (\$11,000.00).

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, as this 19th day of March 2025.

(Seal)

Attest:

City Clerk Lacey Brackett

Chairwoman LeAnn Mather

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

A handwritten signature in black ink, appearing to read "Sean Bennett", written over a horizontal line.

Sean Bennett, Director of Finance

AGREEMENT FOR SERVICES

CONTRACT #WWTP-85-250225-W-932

City of Lebanon
PO Box 111
Lebanon, MO 65536
Ph. 417-532-2156

CONTRACTOR
Company Name: Black Sheep Building Products
Attn: Ricky Biggers
Address: 23299 Falcon Rd, Lebanon, MO 65536

Ph. (417) 588-4209
Fax

THIS CONTRACT (hereinafter "Contract) by and between the City of Lebanon, a municipal corporation of the State of Missouri, (hereinafter called "City") and Black Sheep Building Products, (hereinafter called "Contractor"), is made and entered into on the date of execution of the last party signing (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City has a need for construction of the Project as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, the City of Lebanon has desires to engage the Contractor to provide **WWTP Equipment Building Insulation** hereafter described in **Bid #WWTP-85-250225-W-932** which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid and said bid is attached hereto and incorporated herein as **Exhibit B**; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. That a copy of the Contractor's signed Bid is attached. The Contractor's Bid and the City's Invitation for Bid # **Bid # WWTP-85-250225-W-932** and Contract Documents becomes the contract between the Parties hereto; that both Parties hereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and that the compensation to be paid to the Contractor is as set forth in the Contractor's Bid. In the event of a conflict between the Contractor's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
2. Services shall only be provided after receipt of written request or order from the City.
3. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original enforceable contract. (Add or delete)

4. **Scope of Work, Plans and Project Specifications:** Contractor agrees to perform the Work in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as **Exhibit B**.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to the City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

5. **Not Applicable.**

6. **Payment Shall Not Exceed:** The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract Documents upon acceptance of said work by the City and in accordance with the rates and/or amounts stated in the bid of Contractor dated March 4, 2025, which by reference made a part hereof. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of \$ 11,000 unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder.

7. **Manner and Time for Completion:** The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, and to achieve Completion within four (4) calendar days from the date Contractor is ordered to proceed. The Contractor shall start work promptly, after receipt of a Notice to Proceed.

8. **Liquidated Damages:** Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within four (4) consecutive calendar days after receipt of a notice to proceed; or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City for **One Hundred Dollars (\$100.00)** per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

The Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Work within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish the work or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

9. **Bonding:** When Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. Contractor's Performance Bond is attached as Exhibit F. Contractor's Labor and Material Payment Bond is attached as Exhibit G.
10. **Contractor's Insurance:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$1,000,000 policy limit for each accident, \$1,000,000 policy limit for each disease claim, and \$1,000,000 for each employee with a disease claim.
 - b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Product/Completed Operations Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - f. The City of Lebanon, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit E.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.

- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
11. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Lebanon, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Lebanon from its own negligence.
12. **Permits:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the city, county, state, and nation as apply to the work herein outlined.
13. **Payment for Labor and Materials.** The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;
2. Defective Work;
3. Failure to make payments to subcontractors or suppliers;
4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Contract Amount;
5. Damage by Contractor or subcontractors or suppliers to property of City or others;
6. Contractor's breach of this Contract; or
7. Contractor's failure to provide requested documentation.

Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

14. **Extra Work and Changes:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:
 - a. By an acceptable lump sum proposal of Contractor; or
 - b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
 - c. On a cost-plus limited basis not to exceed a specified limit.

15. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
 - c. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.
16. **Equal Opportunity:** The City of Lebanon is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
17. **Americans With Disabilities Act:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
18. **Specifications and Plans:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and/or Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the City and/or Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor’s own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
19. **Repairs And/Or Replacement of Defective Portions:** Until work is accepted by the City and/or Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor

shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

20. **Termination for Default:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against Contractor unsatisfied for a period of ten (10) days, the City and/or Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the City and/or Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

21. **Termination for Convenience:** The performance of work under this Contract may be terminated by the City of Lebanon in whole or in part, whenever the City determines that such termination is in the best interest of the City of Lebanon. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.

22. **Prevailing Wages:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo., this Contract shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit D.

In the event prevailing wages are required to be paid in connection with this project, Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo. Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by Contractor or by any subcontractor under Contractor. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit E

23. **Construction Safety Program Requirements:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo., if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

24. **Employment of Unauthorized Aliens Prohibited:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor 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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in **Exhibit H**. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

No Waiver of Immunities: In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

Amendment: No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such

amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

Governing Law and Venue: This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Laclede County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

25. **General Laws:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
26. **Contract Documents:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Exhibit	Description
A	Invitation for Bid containing City's Scope of Work, Plans and Project Specifications
B	Contractor's submitted bid
C	Not Applicable
D	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
E	Affidavit of Compliance with Prevailing Wage Law
F	Performance Bond
G	Payment Bond
H	Work Authorization Affidavit

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

27. **Entire Contract:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

_____**(“CONTRACTOR”)**

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF LEBANON (“CITY”)

By:_____

LeAnn Mather, Chairwoman

Attest:_____
City Clerk

Date:_____



Finance Department

CITY OF LEBANON
WWTP EQUIPMENT BUILDING INSULATION
BID NUMBER: WWTP-85-250225-W-932

The City of Lebanon, Missouri ("The City") invites bids from qualified organizations for the WWTP Equipment Building Insulation located at 1727 Main St., Lebanon, MO 65536. This bid shall include all material equipment, labor, fuel and project management required to complete this project as set forth in these documents.

Bids will be accepted until 2:00 PM Tuesday, February 25, 2025. Bids will be accepted electronically through our e-bidding service provider, Ion Wave Technologies from qualified persons or firms interested in submitting a bid at <https://lebanonmissouri.ionwave.net/Login.aspx>.

The successful provider shall enter into an agreement in a form substantially similar to the City's Form of Agreement; such Agreement shall embody the requirements and terms and conditions of the Invitation for Bids and the Bids as accepted by the City.

Table of Contents

PART ONE – SCOPE OF SERVICES.....	3
1.0 General Information.....	3
2.0 Project Deadline and Liquidated Damages.....	3
3.0 Compensation	3
4.0 Tax Exempt.....	3
PART TWO – GENERAL PROVISIONS.....	3
1.0 Proposer Requirements.....	3
2.0 Proposal Requirements	4
3.0 Award or Rejection of Bids	5
4.0 Qualification Requirements.....	5
5.0 Execution of Agreement.....	5
6.0 Bonds	6
7.0 Safety Requirements.....	6
8.0 Codes and Standards.....	7
9.0 Prevailing Wage	7
10.0 Inspection and Cooperation	7
11.0 Certificates of Inspection and Approval.....	7
12.0 Owner Instructions	7
13.0 Interpretation of Contract Documents	8
PART THREE –INSURANCE.....	9
PART FOUR – WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY.....	10
PART FIVE –SCOPE OF WORK.....	12
PART SIX – BID FORMS	14
Bid Form.....	14
AGREEMENT FOR SERVICES.....	15
APPENDIX A – AFFIDAVIT OF COMPLIANCE	24
APPENDIX B – LIST OF REFERENCES AND EXPERIENCE	25
APPENDIX C – LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS.....	26
APPENDIX D – MISSOURI DIVISION OF LABOR ANNUAL WAGE ORDER NO. 31.....	27
APPENDIX E – AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW	31
APPENDIX F – PERFORMANCE BOND	32
APPENDIX G – PAYMENT BOND.....	34

PART ONE – SCOPE OF SERVICES

1.0 General Information

The City of Lebanon is seeking bids from qualified organizations WWTP Equipment Building Insulation located at 1727 Main St., Lebanon, MO 65536. The bid shall include all material equipment, labor, fuel and project management required to complete this project as set forth in these documents. Work shall be performed under the scope of work, schedule for work, and cost based upon rates in agreement.

2.0 Project Deadline and Liquidated Damages

The completion date for this project shall be no later than the date set forth by the total number of calendar days to complete the work provided by the bidder in the bid packet upon the executed “Notice to Proceed”. A \$100.00 per day penalty will be assessed to the supplier if this project is not completed. If an extension is needed to complete this project due to a change order, it will be done by a signed change order by the owner and supplier.

3.0 Compensation

The Owner shall make payment to the Supplier, upon Owner approval of submitted application for payment by the Supplier for work that is completed. All lien waivers for material, sub-contractor, rental equipment and certified payroll must be submitted to the City of Lebanon before the final payment is released.

4.0 Tax Exempt

The City of Lebanon will exercise their tax-exempt status and require that the Bid Amount NOT include sales tax on materials. Any materials the supplier wishes to exempt sales tax from may be purchased by the supplier /Sub-contractor by authorization from the City of Lebanon via a Project Exemption Certificate, which will be provided by the City of Lebanon.

PART TWO – GENERAL PROVISIONS

1.0 Proposer Requirements

- A. Each firm submitting a bid represents they have read and clearly understand the bid documents and specifications. The bidder further represents they have visited the site to familiarize themselves with the local conditions under which the work is to be performed. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.
- B. It is the responsibilities of this supplier to field verify all measurements.
- C. Proposer agrees that this bid shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.
- D. It is Proposer’s responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

2.0 Proposal Requirements

- A. In order to receive consideration, bids shall be made in strict accordance with the following:
- Bids shall be made only on forms provided therefore, properly signed and with all items filled out.
 - Do not alter the bid form language in any way.
 - Unauthorized conditions, limitations, or provisions will be cause for rejection of the bid.
 - If additional information is needed to be submitted for any reason by the firm, it must be submitted on a different page and signed by the firm.
 - Bids shall submitted electronically through the Ion Wave e-bidding portal on or before the day and hour set for opening the bids.
 - No bid received after the time fixed for receipt will be considered.
 - Late bids will be returned to the firm unopened.
 - It is the sole responsibility of the firm to see that the bid is received on time.
- B. All proposals must be properly signed and sealed and submitted as set forth in this document. Each Bidder shall specify in his proposal, in figures, the lump sum price or the unit price for each of the separate items listed in the proposal. The proposal shall not contain interlineations, alterations, or erasures except as noted in Paragraph below. The Bidder shall show the products of the respective unit prices and quantities in the amount column provided for that purpose. These extensions shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries on the proposal form shall be in ink or typed. All errors in extensions or totals will be corrected by the Owner and such corrected extensions and totals will be used in comparing bids.
- C. A Bidder may alter or correct a unit price, lump sum bid, or extension entered on the proposal form by crossing out the figure with ink and entering a new unit price, lump sum bid, or extension above or below in ink, and initialing the alteration or correction. If an alteration or correction of a unit price or lump sum bid is not initialed, the original unit price or lump sum bid will be assumed to be correct. All corrections must be made before any bids have been opened.
- D. To be completed and provided with the submitted bid packet (pages 1-35):
- a. Part 4 – Work Authorization Affidavit and E-verify (Page 10-11)
 - b. Appendix A – Affidavit of Compliance (Page 24)
 - c. Appendix B – List of References and Experience (Page 25)
 - d. Appendix C – List of Subcontractors and Major Suppliers (Page 26)
 - e. Addendum(s) (if applicable)
- E. To be provided prior to the issue of the Notice to Proceed:
- a. Performance and Payment Bonds (Pages 32-35)
 - b. Certificate of Insurance (COI) naming the City of Lebanon as additional insure.
NOTE: COI shall identify the same legal entity company name as reflected on the respondent's W-9.
 - c. W-9 (new vendor only). NOTE: W-9 shall identify the same legal entity company as reflected on the awarded respondent's Certificate of Insurance (COI).

- d. Copy of the supplier and sub-contractors OSHA 10-hour construction safety training card for each employee that will be working on this project before starting any work).
- e. Signed and returned Notice of Award and Contract mailed to the bidder after Council approval of the contract.

3.0 Award or Rejection of Bids

The bid will be awarded on a best value basis. The Contract Sum may be determined by the sum of the base bid, and/or the sum of any or all bid alternates, in any order, which the Owner may choose to add to the base bid. Conditions of award of this contract will be based on the following factors in combination:

- A. Proposed Contract Amount: Award will be based upon the best value of sum of base bid and any or all bid alternates the owner may wish to accept. The owner may accept alternates in any order and combination.
- B. Bidders Qualifications: Award of contract will be made to a bidder who is experienced and qualified in similar size and types of projects, with a history of successful projects completed on time. A history of poor performance, poor quality workmanship, legal claims, dissatisfied referrals, and other anomalies may constitute grounds for disqualification and rejection of bid. A bidder who is unable to demonstrate ability, and/or history to manage and complete the project according to the contract, may be disqualified and have their bid rejected.

The City of Lebanon reserves the right to accept any proposal and/or bids, to reject any or all proposal and/or bids in full or in part, and to waive irregularities and /or formalities as deemed appropriate. Price will not be the only consideration in the selection of the contract or agreement.

4.0 Qualification Requirements

Supplier will have a minimum of five years' experience in the coordination, management, and construction of commercial and/or industrial projects of this size or larger. The suppliers will use skilled craftsman, latest techniques and prudent means to complete this project in a manner in keeping with the skilled workmanship, to satisfy the Owner.

5.0 Execution of Agreement

The bidder to whom the contract is awarded shall, within ten calendar days after notice of award and receipt of agreement forms from the owner, sign and deliver required copies to the owner.

At or prior to delivery of the signed agreement, the bidder to whom the contract is awarded shall submit to the owner those certificates of insurance required by the contract documents.

Certificate of insurance shall be approved by the owner before the successful bidder may proceed with the work. Failure to provide certificates of insurance in a form satisfactory to the owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material. Refusal of successful bidder to provide the certificates of insurance that is satisfactory to the owner shall be cause for disqualification of this bid.

6.0 Bonds

- A. Shall the project exceed \$50,000 then Performance and Payment Bonds shall be required. (see RSMO. 107.170)
- B. Bonds shall be executed with proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance per the current A.M. Best Company ratings.)
- C. The Performance and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligation arising from the performance of the contract, and otherwise conditioned as required by law.
- D. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- A. At any time during the continuance of the Contract the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which Contract shall furnish to the satisfaction of the City within ten (10) days after notice to do so

7.0 Safety Requirements

- A. Safety is of the utmost importance. All phases of construction shall be planned and executed to be safe for all personnel. Adhere to all safety practices.
- B. OSHA 10-hour construction safety training is mandatory for workers on this project. (see RSMo 292.675)
- C. Any employee found on this worksite without documentation of the successful completion of the OSHA 10-hour construction safety training will be subject to be removed from this project. This contractor will forfeit a penalty to this public body in the amount of \$2,500.00 plus an additional \$100.00 for each employee employed by this contractor or sub-contractor, for each calendar day, or portion thereof, for any employee that is working without the required OSHA 10-hour construction safety training.
- D. This supplier and employees must comply with all Local, State and Federal Laws regarding safety.
- E. This supplier and sub contractors must submit to the Purchasing Agent a copy of the OSHA 10-hour construction safety training card for each employee that will be working on this project before starting any work.

8.0 Codes and Standards

All material, equipment and installation shall comply with the all-applicable regulations, ordinances, and codes of Federal, State, and City Governing bodies will apply. Of which are the 2006 International Building codes, 2005 National Electric Code, 2006 International Fire Code, 2006 International Plumbing Code & 2006 International Mechanical Code.

Should the drawings and/or specifications conflict with such codes and ordinances, the conflicting portion of the work must meet the code and ordinance at no additional charge to the Owner.

9.0 Prevailing Wage

- A. Prevailing wage shall apply to this project if the cost of the project exceeds seventy-five thousand dollars (\$75,000).
- B. Bidder must adhere to the Missouri Division of Labor Standards Annual Wage Order No.31 for Laclede County, Missouri.
- C. Bidder must submit a copy of the certified payroll to the City of Lebanon Purchasing Agent for verification. The Missouri Division of Labor Standards Annual Wage Order No. 30 for Laclede County, Missouri has been endorsed.
- D. Payment to employees for performing work under this contract will not be less than the prevailing hourly rate of wages, as set out in the wage order.
- A. Bidder will forfeit a penalty to this public body of \$100.00 per day (or portion of a day) for each worker that is paid less than prevailing rate for any work done under this contract by this bidder or any sub-contractor. (RSMo 290.250)

10.0 Inspection and Cooperation

- A. The Owner shall have the right to inspect the work whenever advisable in his judgment. This Supplier shall have a representative present at each inspection and shall give such assistance as may be required.
- B. The Owner or his representative shall inspect all concealed work before being closed in. This Supplier shall call for inspection at least two (2) calendar days prior to concealment.
- C. This Supplier shall cooperate to the fullest extent with all other trades in order to best expedite the progress of the work.
- D. This Supplier will review the specification and/or drawings so that they are completely familiar with the project conditions, the work of other trades and the responsibility to work with other trades during the course of construction.

11.0 Certificates of Inspection and Approval

Upon completion of the work and before receiving final payment, the Supplier shall furnish to the Owner, copies of certificates of inspection and approval from all authorities having jurisdiction over any work.

12.0 Owner Instructions

Submit to the Owner, a complete bound set of manufacturer's operating and maintenance instructions including completed warranty certificates with the date of final acceptance as the start of the warranty period.

13.0 Interpretation of Contract Documents

- A. If the supplier submitting a bid for construction of the work is in doubt as to the true meaning of any part of the proposed contract documents or finds discrepancies in or omissions from any part of the proposed contract documents, they must submit to the City of Lebanon a request for interpretation thereof not later than three days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
- B. If an interpretation or correction of proposed contract documents is made, it will be done by addendum and will be sent to each bidder of record. The owner will not be responsible for any other explanations or interpretations of the proposed contract documents. Bidders are not at liberty to assume that a discrepancy or conflict thereby voids or omits any item entirely from the contract.
- C. Discrepancies, conflicts, ambiguities, and errors which may have more than one interpretation require that the City of Lebanon make the interpretation per general conditions of the contract. If a correction is needed, it will be done by an addendum by the owner.

PART THREE –INSURANCE

At or prior to delivery of the signed agreement, the bidder to whom the contract is awarded shall submit to the owner those certificates of insurance required by the contract documents.

Certificates of insurance shall be approved by the owner before the successful bidder may proceed with the work. Failure to provide certificates of insurance in a form satisfactory to the owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material. Refusal of successful bidder to provide the certificates of insurance that is satisfactory to the owner shall be cause for disqualification of this bid.

This contractor must supply the City of Lebanon with the insurance requirements listed

MINIMUM INSURANCE REQUIREMENTS

Coverage	Minimum Amounts & Limits
Workman's compensation (Including Employer's liability)	Statutory \$1,000,000 per accident \$1,000,000 per person per disease \$1,000,000 disease aggregate
Commercial general liability including XCU coverage (if applicable)	\$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate
Business auto liability	\$1,000,000 per occurrence, for owned, non-owned, and hired

PART FOUR – WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. [RSMO 285.530 (2)] As a condition of the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Laclede County, Mo.) to a business entity, the business entity (Company) 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 sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify Program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law. All submittals shall include the signed and notarized Work Authorization Affidavit AND electronic signature page from the E-Verify program.

CITY OF LEBANON, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000)

County of _____)
_____)ss.

State of _____)
_____)

My name is _____. I am an authorized agent of _____ ("Bidder")

Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lebanon, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lebanon, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20 _____

Seal

Notary Public

PART FIVE –SCOPE OF WORK

1.0 Summary of Work

Provide material, equipment, labor, fuel and project management for the WWTP Equipment Building Insulation located at 1727 Main St., Lebanon, MO 65536. This bid shall include all material, equipment, labor and/or services required to complete this project as set forth in these documents.

Site visits can be scheduled by contacting Eric Mork at (417) 991-3950 or emork@lebanonmo.org

A. Work shall include but not limited to the following:

- All spray foam shall be 0.5 pcf density open cell insulating material.
- The metal building measures 40 x 80 feet.
- Apply 6 inches to the ceiling/roof.
- Apply 5.5 inches to the walls from the ceiling/roof to the center purlin in the wall.
- Apply 5.5 inches to the gable ends.
- The City will remove all existing vinyl back fiberglass insulation from the areas to be spray foam insulated.

2.0 Work Hours.

All work must be done between 7:00 A.M. and 6:00 P.M. All work hours must be approved by assigned City Project Manager.

3.0 Work Site.

Contractor will be responsible for securing work site and keeping the site safe.

4.0 Location

WWTP Equipment Building
1727 Main St.
Lebanon, MO 65536

5.0 Contractor Use of Premises

Contractor shall coordinate with Owner for location of specific areas for parking, materials storage, loading, etc.; all trades shall conform to defined use areas and shall not unreasonably or unnecessarily encumber or use other areas of the site.

Site must be maintained free of trash and construction debris and cleaned every day.

6.0 Unanticipated Conditions

If in the course of work the Contractor anticipates and/or discovers conditions and/or materials which are beyond the scope of this contract, and/or which may be deemed unreasonably hazardous, and/or uncovers materials which are legally defined as hazardous, the Contractor is to stop work in the area effected, immediately inform the City of Lebanon, and do not proceed until resolved in writing from the City of Lebanon.

The Contractor shall make every reasonable effort to inspect for unanticipated conditions, and to anticipate such conditions by prudent project planning and coordination.

7.0 Project Oversight

The Contractor shall assign an employee to oversee this project. Employee shall be experienced and qualified in projects of similar size and scope.

The Employee shall remain with the project until final completion and shall not be replaced with another individual except by approval of the City of Lebanon.

8.0 Warranties

Contractor shall provide a one-year unlimited warranty against defects in workmanship and materials, as well as minor adjustments to components of the work, in addition to product warranties provided by manufacturers of individual components. The contractor's warranty shall include labor and material and other incidental costs as necessary to correct any defects. All warranties shall commence at date of Substantial Completion.

9.0 Locations and Interferences

This Supplier will review the specification and/or drawings so that they are completely familiar with the project conditions, the work of other trades and the responsibility to work with other trades during the course of construction.

10.0 Modification Procedures

Any work outside of original Scope of Work will be done by a signed change order by the owner and supplier, prior to commencement of work.

PART SIX – BID FORMS

Bid Form

TO: City of Lebanon

From: _____

Name of Bidder: _____

Address of Bidder: _____

Email Address of Bidder: _____

Phone Number of Bidder: _____

FOR: WWTP EQUIPMENT BUILDING INSULATION BID NUMBER: WWTP-85-250225-W-932

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Specifications and/or Drawings for the Work and Documents relative thereto and that they have satisfied themselves relative to the Work to be performed.

All Work shall comply with the 2006 International Building Code, 2005 National Electric Code and any or all other applicable regulations, ordinance, and codes of the Federal, State, and City Governing bodies. Of which but are not limited to manufacture recommendation.

Completion Date: The bidder, if awarded the contract, hereby agrees to complete Work under this Contract within the date set forth by the total number of calendar days to complete work provided by the bidder in the bid packet upon executed "Notice of Proceed" and recognizes that liquidated damages in the amount of one-hundred dollars (\$100.00) per calendar day will be assessed if the project has not been completed except as may be modified per Contract Modification procedures.

Conditions: Bid shall include all labor, materials, consumables, fuel, equipment and/or services required to complete project as set forth in these documents. Bidder agrees that this proposal shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Total Bid (Lump Sum) – WWTP Equipment Building Insulation

Installation located at 1727 Main St., Lebanon, MO 65536 per the scope of work

\$ _____

Total number of calendar days to complete the work:

By signing this document, firm represents they have read and clearly understand the bid documents and has the authority to enter into this agreement.

(SEAL – if by corporation)

Respectfully submitted by:

Business Name

Business Address

Date _____, 2025

By

AGREEMENT FOR SERVICES

CONTRACT #WWTP-85-250225-W-932

City of Lebanon
PO Box 111
Lebanon, MO 65536
Ph. 417-532-2156

CONTRACTOR
Company Name: _____
Attn: _____
Address: _____

Ph. _____
Fax _____

THIS CONTRACT (hereinafter “Contract) by and between the City of Lebanon, a municipal corporation of the State of Missouri, (hereinafter called “City”) and _____, (hereinafter called “Contractor”), is made and entered into on the date of execution of the last party signing (hereinafter “Effective Date”). City and Contractor are each individually referred to herein as “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the City has a need for construction of the Project as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, the City of Lebanon has desires to engage the Contractor to provide **WWTP Equipment Building Insulation** hereafter described in **Bid #WWTP-85-250225-W-932** which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid and said bid is attached hereto and incorporated herein as **Exhibit B**; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. That a copy of the Contractor’s signed Bid is attached. The Contractor’s Bid and the City’s Invitation for Bid # **Bid # WWTP-85-250225-W-932** and Contract Documents becomes the contract between the Parties hereto; that both Parties hereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and that the compensation to be paid to the Contractor is as set forth in the Contractor’s Bid. In the event of a conflict between the Contractor’s Bid and the City’s Contract Documents, the City’s Contract Documents shall control. Items not awarded, if any, have been deleted.
2. Services shall only be provided after receipt of written request or order from the City.
3. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original enforceable contract. (Add or delete)

4. **Scope of Work, Plans and Project Specifications:** Contractor agrees to perform the Work in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as **Exhibit B**.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to the City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

5. **Not Applicable.**

6. **Payment Shall Not Exceed:** The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract Documents upon acceptance of said work by the City and in accordance with the rates and/or amounts stated in the bid of Contractor dated _____, which by reference made a part hereof. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of \$_____ unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder.

7. **Manner and Time for Completion:** The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, and to achieve Completion within _____ calendar days from the date Contractor is ordered to proceed. The Contractor shall start work promptly, after receipt of a Notice to Proceed.

8. **Liquidated Damages:** Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within _____ consecutive calendar days after receipt of a notice to proceed; or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City for **One Hundred Dollars (\$100.00)** per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

The Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Work within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish the work or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

9. **Bonding:** When Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. Contractor's Performance Bond is attached as Exhibit F. Contractor's Labor and Material Payment Bond is attached as Exhibit G.
10. **Contractor's Insurance:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$1,000,000 policy limit for each accident, \$1,000,000 policy limit for each disease claim, and \$1,000,000 for each employee with a disease claim.
 - b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Product/Completed Operations Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - f. The City of Lebanon, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit E.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.

- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
11. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Lebanon, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Lebanon from its own negligence.
12. **Permits:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the city, county, state, and nation as apply to the work herein outlined.
13. **Payment for Labor and Materials.** The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;
2. Defective Work;
3. Failure to make payments to subcontractors or suppliers;
4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Contract Amount;
5. Damage by Contractor or subcontractors or suppliers to property of City or others;
6. Contractor's breach of this Contract; or
7. Contractor's failure to provide requested documentation.

Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

14. **Extra Work and Changes:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:
 - a. By an acceptable lump sum proposal of Contractor; or
 - b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
 - c. On a cost-plus limited basis not to exceed a specified limit.

15. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
 - c. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.
16. **Equal Opportunity:** The City of Lebanon is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
17. **Americans With Disabilities Act:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
18. **Specifications and Plans:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and/or Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the City and/or Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor’s own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
19. **Repairs And/Or Replacement of Defective Portions:** Until work is accepted by the City and/or Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor

shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

20. **Termination for Default:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against Contractor unsatisfied for a period of ten (10) days, the City and/or Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the City and/or Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

21. **Termination for Convenience:** The performance of work under this Contract may be terminated by the City of Lebanon in whole or in part, whenever the City determines that such termination is in the best interest of the City of Lebanon. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.

22. **Prevailing Wages:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo., this Contract shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit D.

In the event prevailing wages are required to be paid in connection with this project, Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo. Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by Contractor or by any subcontractor under Contractor. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit E

23. **Construction Safety Program Requirements:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo., if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

24. **Employment of Unauthorized Aliens Prohibited:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor 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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in **Exhibit H**. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

No Waiver of Immunities: In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

Amendment: No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such

amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

Governing Law and Venue: This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Laclede County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

25. **General Laws:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
26. **Contract Documents:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Exhibit	Description
A	Invitation for Bid containing City's Scope of Work, Plans and Project Specifications
B	Contractor's submitted bid
C	Not Applicable
D	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
E	Affidavit of Compliance with Prevailing Wage Law
F	Performance Bond
G	Payment Bond
H	Work Authorization Affidavit

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

27. **Entire Contract:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

_____**(“CONTRACTOR”)**

Signature:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF LEBANON (“CITY”)

By:_____

Jared Carr, Mayor

Attest:_____

City Clerk

Date:_____

APPENDIX B – LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: _____
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: _____ Address: _____ _____	
Contact Person: _____ Title: _____ Telephone No: _____ <u>Description of Work/Services Performed:</u> Contract Amount: \$ _____ Completion Date: _____	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: _____ Address: _____ _____	
Contact Person: _____ Title: _____ Telephone No: _____ <u>Description of Services Performed:</u> Contract Amount: \$ _____ Completion Date: _____	

LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS

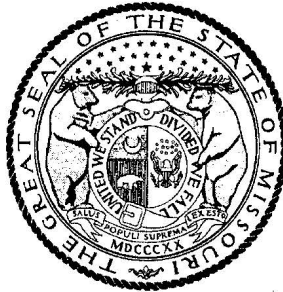
It is represented as part of this bid, that the below listed Subcontractors and Major Suppliers shall be provided below as stated in this bid document. If there is not enough room provided on this form, make as many copies necessary to complete the requirement.

[illegible]

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 053
LACLEDE 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

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
LACLEDE County

Section 053

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.69*
Boilermaker	\$25.69*
Bricklayer-Stone Mason	\$54.68
Carpenter	\$48.81
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$40.32
Plasterer	
Communication Technician	\$25.69*
Electrician (Inside Wireman)	\$52.71
Electrician Outside Lineman	\$25.69*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.69*
Glazier	\$42.50
Ironworker	\$67.95
Laborer	\$39.22
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.69*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.69*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.69*
Plumber	\$52.32
Pipe Fitter	
Roofer	\$25.69*
Sheet Metal Worker	\$53.53
Sprinkler Fitter	\$25.69*
Truck Driver	\$25.69*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

ANNUAL WAGE ORDER NO. 31

3/24

Heavy Construction Rates for
LACLEDE County

Section 053

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.69*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.69*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$46.64
General Laborer	
Skilled Laborer	
Operating Engineer	\$25.69*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.69*
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 fewer 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.

APPENDIX E – AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) (Name of Company)
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)
(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based
upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full
and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this
company in connection with this project together with an accurate record of the number of hours worked by each
worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been
made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts
paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers;
(6) these payroll records are kept and have been provided for inspection to the authorized representative of the
contracting public body and will be available, as often as may be necessary, to such body and the Missouri
Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for
one year following the completion of this company's work on this project; and (8) there has been no exception to the
full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section
_____ issued by the Missouri Division of Labor Standards and applicable to this project located in
_____ County, Missouri, and completed on the _____ day of _____, _____.

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

Signature

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

Notary Public

Receipt by Authorized Public Representative

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

PW-4 (07-14) AI

APPENDIX F – PERFORMANCE BOND

Bond Number: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
as principal and _____, as surety
are held and firmly bound to the City of Lebanon, Missouri, in the sum of **FULL Contract amount in words and numbers** _____
_____ **Dollars (\$** _____ **)** to be paid to the City of Lebanon, Missouri, and for the
lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators,
successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the ____ day of _____, 20____, enter into a contract with
the City of Lebanon, Missouri, for: _____ **(Project Name)** **IN**
ACCORDANCE WITH _____ **(Bid Number)**

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its' or their part to be kept and performed, and faithfully comply with
all of the laws of the State of Missouri and all the ordinances of the City of Lebanon, Missouri, applicable to the
aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or
within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for
the work, or because of extensions of time for the performance of work, and the surety above-named does hereby
waive notice of and does hereby consent to any such changes or extensions of time.

**The principal and surety specifically hereby grant authority to the City of Lebanon, Missouri, to date this
bond consistent with the date of the contract upon signature of the contract by the City.**

In addition to any other remedies which may be had by the City of Lebanon, Missouri, under this bond, the City
may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered
or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this
bond that such default or abandonment has occurred, which such notice need not be detailed but may be in
generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and
to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of
the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to
proceed to complete as aforesaid the City of Lebanon, Missouri, shall have the right to itself complete the work,
and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion
including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable
expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation
arise out of this bond, the venue for such litigation shall be in the Circuit Court of Laclede County, Missouri, and
the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORTATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney -in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Email of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

APPENDIX G – PAYMENT BOND

Bond Number: _____

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that _____
as principal and _____, as surety
are held and firmly bound to the City of Lebanon, Missouri, in the sum of **FULL Contract amount in words and numbers** _____
_____ **Dollars** (\$ _____) to be paid to the City of Lebanon, Missouri, and for the
lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators,
successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the ____ day of _____, 20____, enter into a contract with
the City of Lebanon, Missouri, for: _____ **(Project Name)** **IN**
ACCORDANCE WITH _____ **(Bid Number)**

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery,
groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work
afore-described, and all insurance premiums both for compensation and for all other kinds of insurance on said work
above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise
and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing
hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of Section 2-915 (5) of the
Lebanon City code.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for
the work, or because of extensions of time for the performance of work, and the surety above-named does hereby
waive notice of and does hereby consent to any such changes or extensions of time.

**The principal and surety specifically hereby grant authority to the City of Lebanon, Missouri, to date this
bond consistent with the date of the contract upon signature of the contract by the City.**

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is
conditioned shall have the right in his name or in the name of the City of Lebanon, Missouri, to bring suit upon this
bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration
of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of
Section 2-915 (5) of the Lebanon City Code.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation
arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and
the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORTATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney -in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Email of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



WWTP-85-250225-W-932

BLACK SHEEP BUILDING PRODUCTS

Supplier Response

Event Information

Number: WWTP-85-250225-W-932

Title: WWTP Equipment Building Insulation

Type: Invitation to Bid

Issue Date: 2/12/2025

Deadline: 3/4/2025 02:00 PM (CT)

Notes: The City of Lebanon, Missouri ("The City") invites bids from qualified organizations for the WWTP Equipment Building Insulation located at 1727 Main St., Lebanon, MO 65536. This bid shall include all material equipment, labor, fuel and project management required to complete this project as specified herein for the City of Lebanon.

Bids will be accepted until 2:00 PM Tuesday, February 25, 2025. Bids will be accepted electronically through our e-bidding service provider, Ion Wave Technologies from qualified persons or firms interested in submitting a bid.

VENDOR NOTE 1: To register with Ion Wave Technologies go to:
<https://lebanonmissouri.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>

VENDOR NOTE 2: For information on how to navigate Ion Wave Technologies go to: <https://lebanonmissouri.ionwave.net/Help.aspx>

VENDOR NOTE 3: If you have issues registering or uploading a bid, please contact the Purchasing Agent at (417) 991-2321 or the individual listed under the contact information on this solicitation document between the hours of 8:00 AM to 5:00 PM Central Time, Monday through Friday.

It is strongly recommended that vendors register with Ion Wave Technologies as soon as possible to ensure your ability to provide a response to this solicitation by the due date and time. If you have any issues with Ion Wave Technologies setup or navigation call the Purchasing Agent at (417) 991-2321.

Bidding documents and any addendums are available by accessing the City's e-bidding service, Ion Wave Technologies at <https://lebanonmissouri.ionwave.net/Login.aspx>.

Contact Information

Contact: Jessica Meiners Purchasing Agent

Address: Lebanon City Hall
401 South Jefferson
Lebanon, MO 65536

Phone: (417) 991-2321

Email: jmeiners@lebanonmo.org

BLACK SHEEP BUILDING PRODUCTS Information

Address: 23299 FALCON RD
LEBANON, MO 65536
Phone: (417) 588-4209

By submitting your response, you certify that you are authorized to represent and bind your company.

RICKY BIGGERS

Signature

Submitted at 3/4/2025 12:20:12 PM (CT)

BLACKSHEEP.RICKY@GMAIL.COM

Email

Requested Attachments

Appendix C - List of Subcontractors and Major Suppliers

SUPPLIERS.pdf

Please submit your list of Subcontractors and Major Suppliers here.

Part 4 - Work Authorization Affidavit and E-Verify

WORK AUTH.pdf

Please submit your signed and notarized Work Authorization Affidavit here.

Appendix A - Affidavit of Compliance

BID FORM , PRICE.pdf

Please submit your signed Affidavit of Compliance here.

Appendix B - List of References and Experience

REFERENCES.pdf

Please submit your list of references and experience here.

Bid Attributes

1 BIDDERS AGREEMENT OF SPECIFICATIONS AND PROPOSAL

The Bidder further declares that they have examined the site of work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the specifications and/or drawings for the work and documents relative thereto and that they have satisfied themselves relative to the work to be performed.

Agreement

2 COMPLETION DATE

The bidder, if awarded the contract, hereby agrees to complete work under this Contract within the date set forth by the total number of calendar days to be work provided by the bidder in the bid packet upon the executed "Notice to Proceed" and recognizes liquidated damages in the amount of one-hundred dollars (\$100.00) per calendar day will be assessed for project completion time greater than stated above, except as may be modified per Contract Modification procedures.

Agreement

3 CONDITIONS

The bid shall include all labor, material, fuel, equipment and/or services required to complete project as set forth in these documents.

Agreement

4 BIDDERS AGREEMENT OF VALID BID TIME PERIOD

Bidder agrees that this proposal shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Agreement

5	BIDDERS AGREEMENT OF PERFORMANCE AND PAYMENT BONDS Bidder understands if their submitted bid is over \$50,000 then Performance and Payment Bonds are required for this project and the cost of the bonds shall be included with their submitted bid amount. Agreement
6	BIDDERS AGREEMENT OF PREVAILING WAGE Bidder understands if their submitted bid is over \$75,000 then prevailing wage shall apply to this project and the cost of the prevailing wage shall be included with their submitted bid amount. Agreement
7	Total number of calendar days to complete the work. 4

Bid Lines

1	WWTP Equipment Building Insulation Installation located at 1727 Main St., Lebanon, MO 65536 per the scope of work in the bid packet. UOM: TOTAL COST Price: \$11,000.00 Total: \$11,000.00
---	---

Response Total: \$11,000.00

PART SIX – BID FORMS

Bid Form

TO: City of Lebanon

From: Ricky Biggers
Name of Bidder: BlackSheep Building Products
Address of Bidder: 23299 Falcon Rd Lebanon mo 65536
Email Address of Bidder: blacksheep.ricky@gmail.com
Phone Number of Bidder: (417) 664-5640

FOR: WWTP EQUIPMENT BUILDING INSULATION
BID NUMBER: WWTP-85-250225-W-932

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Specifications and/or Drawings for the Work and Documents relative thereto and that they have satisfied themselves relative to the Work to be performed.

All Work shall comply with the 2006 International Building Code, 2005 National Electric Code and any or all other applicable regulations, ordinance, and codes of the Federal, State, and City Governing bodies. Of which but are not limited to manufacture recommendation.

Completion Date: The bidder, if awarded the contract, hereby agrees to complete Work under this Contract within the date set forth by the total number of calendar days to complete work provided by the bidder in the bid packet upon executed "Notice of Proceed" and recognizes that liquidated damages in the amount of one-hundred dollars (\$100.00) per calendar day will be assessed if the project has not been completed except as may be modified per Contract Modification procedures.

Conditions: Bid shall include all labor, materials, consumables, fuel, equipment and/or services required to complete project as set forth in these documents. Bidder agrees that this proposal shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Total Bid (Lump Sum) – WWTP Equipment Building Insulation
Installation located at 1727 Main St., Lebanon, MO 65536 per the scope of work

\$ 11,000.00
4

Total number of calendar days to complete the work:

By signing this document, firm represents they have read and clearly understand the bid documents and has the authority to enter into this agreement.

(SEAL – if by corporation)

Respectfully submitted by:

Black Sheep Building Products
Business Name

23299 Falcon Rd Lebanon MO 65536
Business Address

Date 3-4, 2025

By

Ricky Biggers
Insulation Manager

APPENDIX B – LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years:
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: <u>OZark Commercial Siding</u> Address: <u>335 Smith Rd</u> <u>Lebanon mo 65536</u> Contact Person: <u>Jim Francis</u> Title: <u>Owner</u> Telephone No: <u>417-718-6678</u> <u>Description of Work/Services Performed:</u> <u>Foam Insulation</u> Contract Amount: \$ <u>17,000</u> Completion Date: <u>12-31-24</u>	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: <u>Johnson Contracting</u> Address: <u>718 Webster Farm Rd</u> <u>Montreal mo 65591</u> Contact Person: <u>Brian Johnson</u> Title: <u>Owner</u> Telephone No: <u>573-216-0860</u> <u>Description of Services Performed:</u> <u>Foam Insulation</u> Contract Amount: \$ <u>8,850</u> Completion Date: <u>1-17-25</u>	

**COMPLETE AND
RETURN THIS PAGE**

CITY OF LEBANON, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000)

County of Laclede)
)ss.

State of mo)

My name is Picky Biggers. I am an authorized agent of Black Sheep Building Products ("Bidder")
Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lebanon, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lebanon, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20 _____

Seal

Notary Public

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To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-004- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of Chlorine Monitors from HD Supply Facilities Maintenance LTD. (Environmental Superintendent Eric Mork)

CIP Number: 87-WTR-004-19

Spent Year To Date: \$0.00

Budget Amount: \$30,000

Funding Source: 87-5-200-2020.000

Subject Matter:

Purchase CL 10 Chlorine Monitors for the water wells

Background (problem/explanation):

The existing chlorine analyzers have reached the end of their useful life. The analyzers are used to monitor the chlorine levels at the wells. This is a useful tool to better manage the water system and insure safe drinking water is delivered to our customers.

We received 5 bids

Staff Recommendation:

Staff recommends awarding the bid to HD Supply Facilities Maintenance LTD in the amount of \$16,396.76

Submitted By: Eric Mork, Environmental Superintendent

Department: Environmental Services

Date: 03/07/2025

ATTACHMENTS:

1. Resolution No. 2025-004- Purchase. Chlorine Monitors, HD Supply Facilities Maintenance LTD
2. Bid Tabulation CL10 Chlorine Monitors FY25- Exhibit A

RESOLUTION NO. 2025-004

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING THE PURCHASE OF CHLORINE MONITORS FROM HD SUPPLY FACILITIES MAINTENANCE LTD.

- WHEREAS*, that Thirty Thousand Dollars (\$30,000.00) is reflected in the FY2025 Budget for the replacement of Chlorine Analyzers and established as Project No. 87-WTR-004-19 in the Capital Improvement Plan (CIP); *and*
- WHEREAS*, that chlorine analyzers are used to monitor chlorine levels at the well, manage the water system, and ensure the provision of safe drinking water, and the current analyzers have reached the end of their useful life; *and*
- WHEREAS, that bids for the purchase of CL10 Chlorine Monitors were solicited in accordance with the City Purchasing Policy *Section 2-428 Written bids* and *Section 4-30 Capital improvement purchases*; *and*
- WHEREAS, that five (5) bids were received, reviewed, and confirmed accordingly by City Staff where HD Supply Facilities Maintenance LTD was the lowest and best value bid in the amount of Sixteen Thousand Three Hundred Ninety-Six Dollars and Seventy-Six Cents (\$16,396.76); *and*
- WHEREAS, that City Staff recommends purchasing Chlorine Monitors from HD Supply Facilities Maintenance in the amount of Sixteen Thousand Three Hundred Ninety-Six Dollars and Seventy-Six Cents (\$16,396.76).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase of Chlorine 10 Monitors from HD Supply Facilities Maintenance LTD in the amount of Sixteen Thousand Three Hundred Ninety-Six Dollars and Seventy-Six Cents (\$16,396.76). Said Bid Tab is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Water Fund 87 in the amount of Sixteen Thousand Three Hundred Ninety-Six Dollars and Seventy-Six Cents (\$16,396.76) and properly capitalize as established under the Code of Ordinances of the City of Lebanon, Missouri, Chapter 2, Article VI, Section Sec. 2-477 et seq.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, as this 19th day of March 2025.

(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

A handwritten signature in black ink, reading "Sean Bennett". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Sean Bennett, Director of Finance

"Exhibit A"

Event Number	WT-87-250225-W-929	Organization	City of Lebanon Purchasing
Event Title	CL10 Chlorine Monitors FY25	Workgroup	Purchasing
Event Description		Event Owner	Jessica Meiners
Event Type	ITB	Email	jmeiners@lebanonmo.org
Issue Date	2/12/2025 03:13:21 PM (CT)	Phone	(417) 991-2321
Close Date	2/25/2025 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Responses	Response Total
HD SUPPLY FACILITIES MAINTENANCE LTD. D/B/A USABBLUEBOOK (USABBLUEBOOK)	WAUKEGAN	IL	2/21/2025 02:12:12 PM (CT)	2	\$16,396.76
Core&Main LP	St. Louis	MO	2/24/2025 08:21:11 AM (CT)	2	\$17,159.40
Automated Control Solutions	Forsyth	MO	2/13/2025 02:40:19 PM (CT)	2	\$19,218.34
Pacific Star Corporation	Houston	TX	2/25/2025 01:21:44 PM (CT)	2	\$20,972.60
Pioneer Industrial Corp	Kansas City	MO	2/25/2025 09:05:31 AM (CT)	2	\$22,309.54

				HD SUPPLY FACILITIES MAINTENANCE LTD. D/B/A USABBLUEBOOK (USABBLUEBOOK)		Core&Main LP		Automated Control Solutions		Pacific Star Corporation		Pioneer Industrial Corp	
				Total Price	\$16,396.76	Total Price	\$17,159.40	Total Price	\$19,218.34	Total Price	\$20,972.60	Total Price	\$22,309.54
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Free Chlorine Analyzer CLF10 1-Input SC4500, Diff pH Probe or approved equal (Part #99846)	2	EACH	\$8,198.38	\$16,396.76	\$8,579.70	\$17,159.40	\$9,509.17	\$19,018.34	\$10,486.30	\$20,972.60	\$11,154.77	\$22,309.54
2	Shipping/Freight Charge			\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
	Lead Time			7-8 weeks aro		2 in stock. will ship		6-8 Weeks		45 days		6 weeks	



To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-005- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of Chlorine Scales from Deskin Scale Company. (Environmental Superintendent Eric Mork)

CIP Number: 87-WTR-004-19

Spent Year To Date: \$16,396.76

Budget Amount: \$30,000

Funding Source: 87-5-200-2020.000

Subject Matter:

Replacement of chlorine scales in the water wells

Background (problem/explanation):

The existing scales have reached the end of their useful life. Scales are used to measure the amount of chlorine being used. This is a useful tool to better manage the water system and insure safe drinking water is delivered to our customers.

We received two bids.

Staff Recommendation:

Staff recommends awarding the bid to Deskin Scale Company in the amount of \$11,878.00

Submitted By: Eric Mork, Environmental Superintendent

Department: Environmental Services

Date: 03/07/2025

ATTACHMENTS:

1. Resolution No. 2025-005- Purchase. Chlorine Scales, Deskin Scale Company
2. Bid Tabulation Cylinder Scales- Exhibit A

RESOLUTION NO. 2025-005

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING THE PURCHASE OF CHLORINE CYLINDER SCALES FROM DESKIN SCALE COMPANY.

- WHEREAS*, that Thirty Thousand Dollars (\$30,000.00) is reflected in the FY2025 Budget for the replacement of Chlorine Analyzers and established as Project No. 87-WTR-004-19 in the Capital Improvement Plan (CIP); *and*
- WHEREAS*, that chlorine scales are used to measure the amount of chlorine being used, manage the water system, and ensure the provision of safe drinking water, and the current chlorine cylinder scales have reached the end of their useful life; *and*
- WHEREAS, that bids for the purchase of Cylinder Scales were solicited in accordance with the City Purchasing Policy *Section 2-428 Written bids* and *Section 4-30 Capital improvement purchases*; and
- WHEREAS, that two (2) bids were received, reviewed, and confirmed accordingly by City Staff where Deskin Scale Company was the lowest and best value bid in the amount of Eleven Thousand Eight Hundred Seventy-Eight Dollars (\$11,878.00); and
- WHEREAS, that City Staff recommends purchasing Chlorine Cylinder Scales from Deskin Scale Company in the amount of Eleven Thousand Eight Hundred Seventy-Eight Dollars (\$11,878.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase of Chlorine Cylinder Scales from Deskin Scale Company in the amount of Eleven Thousand Eight Hundred Seventy-Eight Dollars (\$11,878.00). Said Bid Tab is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Water Fund 87 in the amount of Eleven Thousand Eight Hundred Seventy-Eight Dollars (\$11,878.00) and properly capitalize as established under the Code of Ordinances of the City of Lebanon, Missouri, Chapter 2, Article VI, Section Sec. 2-477 et seq.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, as this 19th day of March 2025.

(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

A handwritten signature in black ink, appearing to read "Sean Bennett", written over a horizontal line.

Sean Bennett, Director of Finance

"Exhibit A"

Event Number	WT-87-250225-W-930
Event Title	Cylinder Scales
Event Description	
Event Type	ITB
Issue Date	2/12/2025 03:38:28 PM (CT)
Close Date	2/25/2025 02:00:00 PM (CT)

Organization	City of Lebanon Purchasing
Workgroup	Purchasing
Event Owner	Jessica Meiners
Email	jmeiners@lebanonmo.org
Phone	(417) 991-2321
Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Deskin Scale Company Inc.	Springfield	MO	2/20/2025 10:18:02 AM (CT)	4	\$11,878.00
Ressler & Associates Inc.	Ballwin	MO	2/25/2025 09:09:47 AM (CT)	4	\$15,010.00
Core & Main			2/13/2025 03:36 PM (CT)		No Bid
Automated Control Solutions			2/12/2025 03:50 PM (CT)		No Bid

Line #	Description	QTY	UOM	Deskin Scale Company Inc.		Ressler & Associates Inc.	
				Total Price	\$11,878.00	Total Price	\$15,010.00
				Unit	Extended	Unit	Extended
1	Low Profile Cylinder Scale per the specifications in the bid packet.	6	EACH	\$1,855.00	\$11,130.00	\$1,500.00	\$9,000.00
2	J04SS Junction Box per the specifications in the bid packet.	6	EACH	\$76.00	\$456.00	\$900.00	\$5,400.00
3	MT Black LC 24GA 6 Wire Poly 25' per the specifications in the bid packet.	6	EACH	\$32.00	\$192.00	\$35.00	\$210.00
4	Shipping/Freight Charge			\$100.00	\$100.00	\$400.00	\$400.00
	Lead Time			1-2 weeks.		4 - 8 weeks	

Line	Responding Supplier	Supplier Notes
4	Deskin Scale Company Inc.	Shipping cost is a estimate. We will not have the total until order is placed. We will charge accordingly. If we do not use the full 100 you will not be charged for it.
4	Ressler & Associates Inc.	All items must be purchased together.



To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-006- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of a Pump and Motor for the I-44 Lift Station from SRI-MO. (Environmental Superintendent Eric Mork)

CIP Number: 85-WWO-008-21

Spent Year To Date: \$106,455.14

Budget Amount: \$125,000

Funding Source: 85-5-200-2020.000

Subject Matter:

Purchase and replace one forty-horsepower pump and motor at the I-44 lift station

Background (problem/explanation):

The existing pump and motor failed and is too costly to repair.

We received nine bids.

Staff Recommendation:

Staff recommends awarding the bid to SRI-MO in the amount of \$15,625.00

Submitted By: Eric Mork, Environmental Superintendent

Department: Environmental Services

Date: 03/07/2025

ATTACHMENTS:

1. Resolution No. 2025-006- Purchase. Pump and Motor for the I-44 Lift Station, SRI-MO
2. Bid Tabulation I-44 Lift Station Pump and Motor FY25- Exhibit A

RESOLUTION NO. 2025-006

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING THE PURCHASE OF A PUMP AND MOTOR FOR THE I-44 LIFT STATION FROM SRI-MO.

WHEREAS, that One Hundred Twenty-Five Thousand Dollars (\$125,000.00) is reflected in the FY2025 Budget for Wastewater Equipment Repairs and established as Project No. 85-WWO-008-21 in the Capital Improvement Plan (CIP); *and*

WHEREAS, that the existing pump and motor has failed at the I-44 Lift Station and needs to be replaced; *and*

WHEREAS, that bids for the purchase of a pump and motor at the I-44 Lift Station were solicited in accordance with Purchasing Policy *Section 2-428 Written bids* and *Section 4-30 Capital improvement purchases*; *and*

WHEREAS, that nine (9) bids were received, reviewed, and confirmed accordingly by City Staff where SRI-MO was the deemed the lowest and best value bid in the amount of Fifteen Thousand Six Hundred Twenty-Five Dollars (\$15,625.00); *and*

WHEREAS, that City Staff recommends purchasing the Pump and Motor from SRI-MO in the amount of Fifteen Thousand Six Hundred Twenty-Five Dollars (\$15,625.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase of a Pump and Motor from SRI-MO in the amount of Fifteen Thousand Six Hundred Twenty-Five Dollars (\$15,625.00). Said Bid Tab is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Wastewater Fun 85 in the amount of Fifteen Thousand Six Hundred Twenty-Five Dollars (\$15,625.00) and properly capitalize as established under the Code of Ordinances of the City of Lebanon, Missouri, Chapter 2, Article VI, Section Sec. 2-477 et seq.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, as this 19th day of March 2025.

(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

A handwritten signature in black ink, appearing to read "Sean Bennett", written over a horizontal line.

Sean Bennett, Director of Finance

"Exhibit A"

Event Number	WWTP-85-250304-W-934	Organization	City of Lebanon Purchasing
Event Title	I-44 Lift Station Pump and Motor FY25	Workgroup	Purchasing
Event Description		Event Owner	Jessica Meiners
Event Type	ITB	Email	jmeiners@lebanonmo.org
Issue Date	2/21/2025 12:44:45 PM (CT)	Phone	(417) 991-2321
Close Date	3/4/2025 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
SRI-MO	Jefferson City	MO	3/3/2025 09:51:43 AM (CT)	2	\$15,625.00
Alliance Pump & Mechanical Service	Independence	MO	2/26/2025 09:58:46 AM (CT)	2	\$21,541.00
Archie Supply LLC	Greensboro	NC	3/4/2025 10:46:01 AM (CT)	2	\$22,831.88
Technology International Inc	lake mary	FL	3/4/2025 10:36:48 AM (CT)	2	\$23,950.01
Core&Main LP	St. Louis	MO	3/3/2025 11:49:31 AM (CT)	2	\$23,999.00
INDEPENDENT ELECTRIC MACHINERY CO	SPRINGFIELD	MO	3/4/2025 11:47:05 AM (CT)	2	\$24,043.33
Pioneer Industrial Corp	Kansas City	MO	3/3/2025 08:26:19 AM (CT)	2	\$29,270.00
FTC Equipment	Kansas City	MO	3/4/2025 11:34:15 AM (CT)	2	\$38,405.73
evmorton (Evmorton Inc)	newnan	GA	2/27/2025 04:32:31 PM (CT)	2	\$2,283,188.00
Automated Control Solutions			2/24/2025 08:27 AM (CT)		No Bid

Line #	Description	QTY	UOM	SRI-MO		Alliance Pump & Mechanical Service		Archie Supply LLC		Technology International Inc		Core&Main LP	
				Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended
1	Pump and Motor for the I-44 Lift Station per the specifications in the bid packet.	1	LUMP SUM	\$15,450.00	\$15,450.00	\$21,171.00	\$21,171.00	\$22,831.88	\$22,831.88	\$23,950.00	\$23,950.00	\$23,999.00	\$23,999.00
2	Shipping/Freight Charge			\$175.00	\$175.00	\$370.00	\$370.00	\$0.00	\$0.00	\$0.01	\$0.01	\$0.00	\$0.00
	Lead Time			5-7 week lead time		8 to 12 weeks from approved order		30		16 weeks aro		6-10 week	

Line #	Description	QTY	UOM	INDEPENDENT ELECTRIC MACHINERY CO		Pioneer Industrial Corp		FTC Equipment		evmorton (Evmorton Inc)	
				Total Price	Extended	Total Price	Extended	Total Price	Extended	Total Price	Extended
1	Pump and Motor for the I-44 Lift Station per the specifications in the bid packet.	1	LUMP SUM	\$23,693.33	\$23,693.33	\$29,270.00	\$29,270.00	\$37,205.73	\$37,205.73	\$2,283,188.00	\$2,283,188.00
2	Shipping/Freight Charge			\$350.00	\$350.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00	\$0.00	\$0.00
	Lead Time			7-11 weeks		4 weeks		6-8 Weeks		120 days	

Line	Responding Supplier	Supplier Notes
2	Technology International Inc	Included
	Alliance Pump & Mechanical Service	This includes one pump with 50' cord and seal fail thermal relay with a 11 pin base. Pump to be delivered only. Install and startup not included. The forms to fill out for the warranty are included in this bid, and it is the customers responsibility to submit the forms. We will be available by phone if there are questions about the install.



To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-007- A Resolution by the Board of Public Works of Lebanon, Missouri, approving an addendum to Task Order No. 6 with Toth and Associates, Inc. (Electric Superintendent Travis Long)

CIP Number: 80-ELF-002-24

Spent Year To Date: \$343,458.70

Budget Amount: \$550,000

Funding Source: 80-5-215-2005.000

Subject Matter:

Task order #6 addendum for I-44 crossing.

Background (problem/explanation):

The agreement is being addended from the original task order for designing additional steel poles, multiple re-design options, and unforeseen administrative work for steel/geotech contract services.

Staff Recommendation:

It is staff's recommendation to execute the addendum to task order #6 increasing the cost to \$48,495. This is a \$10,000 increase from the original task order.

Submitted By: Travis Long, Electric Superintendent

Department: Electric

Date: 03/05/2025

ATTACHMENTS:

1. Resolution No. 2025-007- Approval, Task Order No. 6 and 7, Toth and Associates, Inc
2. Exhibit A- Addendum Task Order 6

RESOLUTION NO. 2025-007

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING AN ADDENDUM TO TASK ORDER NO. 6 WITH TOTH AND ASSOCIATES, INC.

- WHEREAS,* that the City Council approved a Renewal Agreement with both Olsson and Toth and Associates Inc. on December 11, 2023 via Ordinance No. 6861 for Engineering, Architect, Survey, Geotechnical Material, Testing and Professional Services; *and*
- WHEREAS,* that Five Hundred Fifty Thousand Dollars (\$550,000.00) is reflected in the FY2025 Budget for Distribution Pole Changeouts at various locations and is established as Project No. 80-ELF-002-24 in the Capital Improvement Plan (CIP); *and*
- WHEREAS,* that Board of Public Works approved Task Order No. 6 by Toth and Associates on February 7, 2024, via Resolution No. 2024-002 in the amount of Thirty-Eight Thousand Four Hundred Ninety-Five Dollars and Two Cents (\$38,495.02) for the engineering of two self-supporting structures on I-44; *and*
- WHEREAS,* that an addendum is need for designing additional steel poles, multiple re-design options, and unforeseen administrative work; *and*
- WHEREAS,* that City Staff recommends approving an addendum to Task Order No. 6 to increase the cost by Ten Thousand Dollars (\$10,000.00), resulting in a total task order amount of Forty-Eight Thousand Four Hundred Ninety-Five Dollars (\$48,495.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Laclede County, Missouri, hereby authorizes the Chairwoman of the Board of Public Works to enter into and execute an addendum to Task Order No. 6 with Toth and Associates, Inc. in the total amount not to exceed Forty-Eight Thousand Four Hundred Ninety-Five Dollars (\$48,495.00). Said Task Order is hereby attached and incorporated herewithin as marked "*Exhibit A.*"

SECTION 2: That said Resolution shall be in full force and effect from and after the date of passage and approval.

Passed and approved by the Board of Public Work of the City of Lebanon, Laclede County, Missouri, on this 19th day of March 2025.

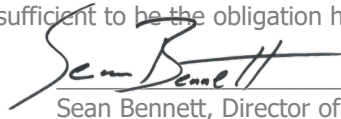
(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to be the obligation hereby incurred.



Sean Bennett, Director of Finance

"Exhibit A"

TASK ORDER ADDENDUM

This Task Order Addendum (hereinafter referred to as "Addendum"), for I-44 crossing and Mother's Garden Crossing, is made on January 27th, 2025.

Now, therefore, in consideration of the mutual representations, warranties, and agreements contained in the Agreement, as addended, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Agreement, addended to add to the Scope of Work, the engineering services for upgrading the transmission and distribution line crossing I-44; (Task 6), designed additional steel poles from the original scope, multiple re-design options, and unforeseen administrative work for Steel/Geotech contract services.

Fees to include the addendums will be amended as follows:

FEES:

1. The above Scope of Work (TASK 6) will be provided for the not-to-exceed fee of \$48,495 distributed as follows:

TASK 6: \$48,495 (\$10,000 increase from the original agreement)

2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
3. In addition of the lump sum fees shown above, Owner shall pay Engineer for reimbursable expenses as included in the Consultant Services Agreement.
4. Additional services can be completed as requested by the Owner. Additional services will be charged at our then current standard hourly rates, or billed at a mutually agreed upon fee. Our current hourly rate schedule is included in the Consultant Services Agreement.

EXCLUSIONS:

The above list of basic services does not include construction phase services.

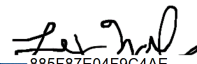
Work Authorized By:

OWNER NAME AND TITLE (PRINT): _____

SIGNATURE: _____ DATE: _____

CONSULTANT NAME AND TITLE (PRINT): Lewis Wiles, Vice President

SIGNATURE:  DATE: 1/29/25

DocuSigned by:

885F87E04F9C4AE...

2/12/2025



To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-008- A Resolution by the Board of Public Works of the City of Lebanon, Missouri, approving the purchase of a 15kV Recloser for Mother'S Garden from Tavrida Electric. (Electric Superintendent Travis Long)

CIP Number: 80-ELF-002-24

Spent Year To Date: \$353,458.70

Budget Amount: \$550,000

Funding Source: 80-5-215-2005.000

Subject Matter:

Purchase a three-phase recloser for the Mother's Garden project.

Background (problem/explanation):

The Mother's Garden project consists of a pole change out that would consist of installing a new galvanized self-supporting pole. This pole is a critical pole where two (2) different feeds come to the same pole, so there are line-switching capabilities that are performed at this pole.

The existing switches are individual switches that use a stick to have to manually open and close from the ground and do not open or close all together. The new recloser would have controls at the base of the pole and would open or close the three-phase switches simultaneously at the push of a button or could be SCADA controlled in the future.

Staff Recommendation:

Staff received two (2) complete bids with Tavrida Electric having the lowest bid. It is the staff's recommendation to purchase the recloser from Tavrida Electric for \$29,975.00.

Submitted By: Travis Long, Electric Superintendent

Department: Electric

Date: 03/04/2025

ATTACHMENTS:

1. Resolution No. 2025-008-Purchase, 15K Recloser for Mother's Garden, Tavrida Electric
2. Bid Tabulation 15 KV Recloser for Mother's Garden Project G62

RESOLUTION NO. 2025-008

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, MISSOURI, APPROVING THE PURCHASE OF A 15KV RECLOSER FOR MOTHER'S GARDEN FROM TAVRIDA ELECTRIC.

WHEREAS, that Five Hundred Fifty-Five Thousand Dollars (\$550,000.00) is reflected in the FY2025 Budget for Distribution Pole Changeouts and is established as Project No. 80-ELF-002-24 in the Capital Improvement Plan (CIP); *and*

WHEREAS, that the Mother's Garden Project includes a pole changeout, and due to the critical nature of this pole, a new recloser with controls at the base is essential and this recloser will allow the three-phase switches to open or close simultaneously and could be SCADA controlled in the future; *and*

WHEREAS, that bids for a 15kV Recloser for this project were solicited in accordance with the City *Purchasing Policy Section 2-429 Formal competitive bids and Section 2-430 Capital improvement purchases;* *and*

WHEREAS, that two (2) bids were received, reviewed, and confirmed by City Staff where Tavrida Electric was deemed the lowest and best value bid in the amount of Twenty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$29,975.00).

WHEREAS, that City Staff recommends purchasing the 15KV Recloser from Tavrida Electric.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase of a 15kV Recloser for Mother's Garden from Tavrida Electric in the amount of Twenty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$29,975.00). Said Bid Tab is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Electric Fund 80 for the 15kV Recloser from Travrida in the amount of Twenty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$29,975.00) and properly capitalize as established under the Code of Ordinances of the City of Lebanon, Missouri, Chapter 2, Article VI, Section Sec. 2-477 et seq.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, on this 19th day of March 2025.

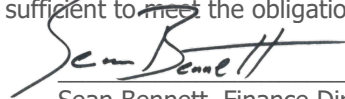
(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.


Sean Bennett, Finance Director

"Exhibit A"

Event Number	EL-80-250218-W-925	Organization	City of Lebanon Purchasing
Event Title	15kV Recloser for Mother's Garden	Workgroup	Purchasing
Event Description	Project G62	Event Owner	Jessica Meiners
Event Type	ITB	Email	jmeiners@lebanonmo.org
Issue Date	2/6/2025 03:46:57 PM (CT)	Phone	(417) 991-2321
Close Date	2/18/2025 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tavrida Electric North America Inc.	Largo	FL	2/18/2025 12:00:45 PM (CT)	2	\$29,975.00
Graybar (Graybar Electric Company)	Kansas City	MO	2/18/2025 01:38:58 PM (CT)	2	\$30,132.12
Electrical Power Products			2/6/2025 03:52 PM (CT)		No Bid
Klute Inc			2/6/2025 05:02 PM (CT)		No Bid
MICA Steelworks, Inc.			2/6/2025 04:27 PM (CT)		No Bid
C.B.M. Inc (Cleaves-Bessmer-Marietti)			2/17/2025 08:06 AM (CT)		No Bid
Midwest Electric Transformer Services, Inc			2/6/2025 04:20 PM (CT)		No Bid
Behlmann CJDR			2/12/2025 12:00 PM (CT)		No Bid

				Tavrida Electric North America Inc.		Graybar (Graybar Electric Company)	
				Total Price	\$29,975.00	Total Price	\$30,132.12
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Tavrida 15kV Recloser per the specifications in the bid packet	1	EACH	\$29,975.00	\$29,975.00	\$30,132.12	\$30,132.12
2	Shipping/Freight Charge			\$0.00		\$0.00	
	Unit Weight			300lb		300 lbs	
	Provide the estimated lead time.			10-12 Weeks ARO		10-12 weeks	

Line	Responding Supplier	Supplier Notes
	Tavrida Electric North America Inc.	Please note that Some of the items in the quote have been changed from previous spec due to supply chain changes. Please feel free to contact me with any questions.
	Graybar (Graybar Electric Company)	Pricing subject to escalation/de-escalation at time of shipment. Any changes to quantities quoted could result in a re-quote. Estimated ship dates could be subject to change. Graybar takes exception to any Liquidated Damages Clauses.



To: Board of Public Works

Proposed for the Meeting Date of: March 19, 2025

Staff Informational Sheet

Topic: Resolution No. 2025-009- A Resolution by the Board of Public Works of Lebanon, Missouri, approving the purchase of additional Electric Material for the I-44 Crossing Project from Fletcher Reinhardt. (Electric Superintendent Travis Long)

CIP Number: 80-ELF-002-24

Spent Year To Date: \$383,433.70

Budget Amount: \$550,000

Funding Source: 80-5-215-2005.000

Subject Matter:

Purchase additional materials for the I-44 crossing project.

Background (problem/explanation):

In October, the Board approved resolution 2024-024 for the purchase of electrical materials for the I-44 crossing project. The additional materials in this resolution are for materials based on the change from a wooden to a steel pole. There were also some certain materials that required a 5% adder for ease of construction.

Staff Recommendation:

Staff received five (5) bids with Fletcher Reinhardt being the lowest complete bid. It is the staff's recommendation to approve Fletcher Reinhardt to provide the additional materials for the I-44 Crossing project for \$15,918.86.

Submitted By: Travis Long, Electric Superintendent

Department: Electric

Date: 03/05/2025

ATTACHMENTS:

1. Resolution No. 2025-009- Purchase, Additional Electric Material for the I-44 Crossing Project, Fletcher Reinhardt
2. Bid Tabulation Electric Material for the I-44 Crossing Project G61- Exhibit A

RESOLUTION NO. 2025-009

A RESOLUTION BY THE BOARD OF PUBLIC WORKS OF LEBANON, MISSOURI, APPROVING THE PURCHASE OF ADDITIONAL ELECTRIC MATERIAL FOR THE I-44 CROSSING PROJECT FROM FLETCHER REINHARDT.

- WHEREAS,* that Five Hundred Fifty-Five Thousand Dollars (\$550,000.00) is reflected in the FY2025 Budget for Distribution Pole Changeouts and is established as Project No. 80-ELF-002-24 in the Capital Improvement Plan (CIP); *and*
- WHEREAS,* that the Board of Public Works passed Resolution No. 2024-024 on October 23, 2024, to purchase Electric Materials for the I-44 Crossing Project, and additional materials are now needed; *and*
- WHEREAS,* that bids for the additional Electric Materials for this project were solicited in accordance with the City *Purchasing Policy Section 2-428 Written bids* and *Section 2-430 Capital improvement purchases*; *and*
- WHEREAS,* that five (5) bids were received, reviewed, and confirmed accordingly by City Staff where Fletcher Reinhardt was deemed the lowest and best value bid in the amount of Fifteen Thousand Nine Hundred Eighteen Dollars and Eighty-Six Cents (\$15,918.86).
- WHEREAS,* that City Staff recommends purchasing the additional Electric Material from Fletcher Reinhardt.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Public Works of the City of Lebanon, Missouri, hereby approves the purchase of additional Electric Material for the I-44 crossing project from Fletcher Reinhardt in the amount of Fifteen Thousand Nine Hundred Eighteen Dollars and Eighty-Six Cents (\$15,918.86). Said Bid Tab is hereby attached and incorporated within as marked "*Exhibit A.*"

SECTION 2: That the Board of Public Works hereby authorizes and directs the Finance Director to take administrative action to expend funds from Electric Fund 80 for the purchase of additional Material from Fletcher Reinhardt in the amount of Fifteen Thousand Nine Hundred Eighteen Dollars and Eighty-Six Cents (\$15,918.86) and properly capitalize as established under the Code of Ordinances of the City of Lebanon, Missouri, Chapter 2, Article VI, Section Sec. 2-477 et seq.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Public Works of the City of Lebanon, Laclede County, Missouri, on this 19th day of March 2025.

(Seal)

Chairwoman LeAnn Mather

Attest:

City Clerk Lacey Brackett

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

A handwritten signature in black ink, appearing to read "Sean Bennett", written over a horizontal line.

Sean Bennett, Director of Finance

Exhibit A"

Event Number	EL-80-250225-F-927
Event Title	Electric Material for the I-44 Crossing Project G61
Event Description	
Event Type	ITB
Issue Date	2/7/2025 05:26:45 PM (CT)
Close Date	2/25/2025 02:00:00 PM (CT)

Organization	City of Lebanon Purchasing
Workgroup	Purchasing
Event Owner	Jessica Meiners
Email	jmeiners@lebanonmo.org
Phone	(417) 991-2321
Fax	

Responding Supplier	City	State	Response Submitted	Responses	Response Total
AMERICAN WIRE GROUP, LLC	MIAMI	FL	2/17/2025 03:06:43 PM (CT)	5	\$8,590.50
Harry Cooper Supply	Springfield	MO	2/25/2025 12:43:05 PM (CT)	13	\$9,741.27
Graybar (Graybar Electric Company)	Kansas City	MO	2/25/2025 01:55:43 PM (CT)	35	\$19,400.64
Fletcher-Reinhardt Company	Bridgeton	MO	2/24/2025 08:50:07 AM (CT)	39	\$15,918.86
WESCO	Matton	IL	2/25/2025 06:36:01 AM (CT)	38	\$19,706.31
Klute			2/10/2025 08:31 AM (CT)		No Bid
C.B.M. Inc			2/24/2025 01:13 PM (CT)		No Bid
Behlmann CJDR			2/12/2025 10:33 AM (CT)		No Bid

Line #	Description	QTY	UOM	AMERICAN WIRE GROUP, LLC		Harry Cooper Supply		Graybar (Graybar Electric Company)		Fletcher-Reinhardt Company		WESCO	
				Total Price	\$8,590.50	Total Price	\$9,741.27	Total Price	\$19,400.64	Total Price	\$15,918.86	Total Price	\$19,706.31
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	3/8" HS Steel Wire	1000	PER FOOT	\$1.00	\$1,000.00	No Bid		\$0.53	\$530.00	\$0.78	\$780.00	\$0.65	\$650.00
2	336 ACSR, Linnet, 26/7 Wire	1291	PER FOOT	\$1.90	\$2,452.90	\$1.29	\$1,665.39	\$1.29	\$1,665.39	\$1.39	\$1,794.49	\$2.51	\$3,240.41
3	556 ACSR, Ospery, 18/1 Wire	2326	PER FOOT	\$2.10	\$4,884.60	\$2.10	\$4,884.60	\$2.04	\$4,745.04	\$1.97	\$4,582.22	\$3.32	\$6,902.28
4	2/0 Copper, 7-Strand, Soft Drawn,Tinned ASTMB3 Wire	46	PER FOOT	\$5.50	\$253.00	No Bid		\$4.26	\$195.96	\$4.88	\$224.48	\$3.78	\$173.88
5	Clamp, Suspension, 0.50" – 1.04" Socket Fitting (Hubbell Part #HAS-104-S)	9	EACH	No Bid		\$65.14	\$586.26	\$72.02	\$720.20	\$60.50	\$544.50	\$60.05	\$600.50
6	Fiberglass Arm, Deadend, 2 Wires,8' Drill Specs(PUPI Part # DA2500096ZB7X2)	4	EACH	No Bid		No Bid		\$349.53	\$1,398.12	\$387.65	\$1,550.60	\$384.00	\$1,536.00
7	Fiberglass Arm, Deadend, 2 Wires, 10' Drill Specs(PUPI Part # DA2500120E4B9X2)	2	EACH	No Bid		No Bid		\$508.87	\$1,017.74	\$337.00	\$674.00	\$454.00	\$908.00
8	Bolt, Machine, 5/8" x 14" W/Nut (Hughes Brothers Part #B614-6)	2	EACH	No Bid		No Bid		\$2.38	\$4.76	\$2.62	\$5.24	\$2.08	\$4.16
9	Bolt, Machine, 5/8" x 16" W/Nut (Hughes Brothers Part #B616-6)	16	EACH	No Bid		No Bid		\$2.45	\$73.50	\$3.12	\$49.92	\$3.72	\$59.52
10	Bolt, Machine, 7/8" x 14" W/Nut (Hughes Brothers Part #B814-6)	8	EACH	No Bid		No Bid		\$8.97	\$134.55	\$9.70	\$77.60	\$8.93	\$71.44
11	Bolt, Machine, 7/8" x 16" W/Nut (Hughes Brothers Part #B816-6)	2	EACH	No Bid		No Bid		\$8.47	\$127.05	\$10.45	\$20.90	\$12.57	\$25.14
12	Bolt, Machine, 7/8" x 18" W/Nut (Hughes Brothers Part #B818-6)	4	EACH	No Bid		No Bid		\$8.65	\$129.75	\$11.48	\$45.92	\$10.34	\$41.36
13	Bolt, Machine, 7/8" x 20" W/Nut (Hughes Brothers Part #B820-8)	2	EACH	No Bid		No Bid		\$11.47	\$114.70	\$13.52	\$27.04	\$14.20	\$28.40
14	Bolt, Machine, 7/8" x 28" W/Nut (Hughes Brothers Part #B828-8)	2	EACH	No Bid		No Bid		\$14.64	\$146.40	\$30.90	\$61.80	\$19.30	\$38.60
15	Bolt, Machine, 7/8" x 30" W/Nut (Hughes Brothers Part #B830-8)	4	EACH	No Bid		No Bid		\$15.77	\$157.70	\$33.06	\$165.30	\$15.40	\$154.00
16	Bolt, Machine, 7/8" x 34" W/Nut (Hughes Brothers Part #B834-8)	4	EACH	No Bid		No Bid		\$20.26	\$101.30	\$35.35	\$176.75	\$21.00	\$105.00
17	Bolt, Machine, 7/8" x 36" W/Nut (Hughes Brothers Part #B836-8)	4	EACH	No Bid		No Bid		\$20.73	\$103.65	\$37.15	\$185.75	\$21.25	\$106.25
18	Bolt, Machine, 7/8" x 38" W/Nut (Hughes Brothers Part #B838-8)	2	EACH	No Bid		No Bid		No Bid		\$38.32	\$383.20	\$45.50	\$91.00
19	Locknut, 5/8", Concave MF (Hubbell Part #3512)	13	EACH	No Bid		\$0.66	\$8.58	\$0.27	\$3.51	\$0.75	\$9.75	\$0.26	\$3.38
20	Washer, Spring, Formed Steel, 5/8" (Hubbell Part #3540)	13	EACH	No Bid		No Bid		\$2.61	\$130.50	\$6.20	\$80.60	\$2.57	\$128.50
21	Washer, Square, 2"x2", 11/16" Hole (Hubbell Part #6812)	13	EACH	No Bid		No Bid		\$0.36	\$90.00	\$0.65	\$8.45	\$0.43	\$5.59
22	Washer, Square, Curved, 3", 11/16" Hole (Hughes Brothers Part #SW3-60)	15	EACH	No Bid		No Bid		\$1.82	\$27.30	\$2.70	\$40.50	\$1.71	\$25.65
23	3/4" Ground Rod (Erico Part #633400)	3	EACH	No Bid		No Bid		\$136.09	\$408.27	\$42.00	\$126.00	\$54.00	\$270.00
24	Connector, Clamp, 3/4" Ground Rod(Erico Part #HDC34SP)	4	EACH	No Bid		No Bid		No Bid		\$10.00	\$40.00	\$10.00	\$40.00
25	Terminal, Bronze, Straight Bolted CableTo Nema 2-Hole Pad, 0.204"-0.575"(Hubbell Part #SWL-025B)	10	EACH	No Bid		\$38.71	\$387.10	\$36.87	\$1,106.10	\$36.52	\$365.20	\$42.50	\$425.00
26	Bolt, 1/2" x 1" 13 UNC Galvanized (1/2x1x13 GALV)	47	EACH	No Bid		No Bid		No Bid		\$0.40	\$18.80	No Bid	
27	Lock Washer, Galvanized 1/2" (Hubbell Part #HWG500)	19	EACH	No Bid		No Bid		\$1.86	\$35.34	\$0.10	\$1.90	\$1.93	\$36.67
28	Clamp, Parallel Groove, Main #1 – 336.4MCM, Tap: #8 – 2/0, AL to AL or ALto CU (Hubbell Part #LC-52C-XB)	3	EACH	No Bid		\$4.24	\$12.72	\$4.51	\$112.75	\$3.60	\$10.80	\$3.80	\$11.40
29	Clamp, Parallel Groove, Main and Tap:1/0 – 336.4 MCM (Hubbell Part #LC-74B)	16	EACH	No Bid		\$25.09	\$401.44	\$26.54	\$636.96	\$25.50	\$612.00	\$27.50	\$440.00
30	Deadend Shoe (Hubbell Part #PG-70-N)	31	EACH	No Bid		\$36.78	\$1,140.18	\$32.91	\$1,316.40	\$30.15	\$934.65	\$41.00	\$1,271.00
31	Anchor Shackle, 30KIPS(Hubbell Part #AS-25)	5	EACH	No Bid		\$16.30	\$81.50	\$12.83	\$641.50	\$12.24	\$61.20	\$12.50	\$625.00
32	Dist, Anchor Shackle, 20 KIPS(Hubbell Part #5801)	63	EACH	No Bid		\$3.20	\$201.60	\$6.80	\$680.00	\$10.40	\$655.20	\$5.27	\$332.01
33	Insulator, Dist, Strain, Clevis Eye(Gamma Insulators Part #PS025)	32	EACH	No Bid		No Bid		\$14.22	\$853.20	\$18.80	\$601.60	\$12.50	\$400.00
34	Insulator Pin, 1" Nylon Threads, Long Shank (Hubbell Part #881P)	13	EACH	No Bid		\$11.48	\$149.24	\$10.20	\$255.00	\$10.50	\$136.50	\$12.25	\$159.25

Line #	Description	QTY	UOM	AMERICAN WIRE GROUP, LLC		Harry Cooper Supply		Graybar (Graybar Electric Company)		Fletcher-Reinhardt Company		WESCO	
				Total Price	\$8,590.50	Total Price	\$9,741.27	Total Price	\$19,400.64	Total Price	\$15,918.86	Total Price	\$19,706.31
Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
35	Insulator Pin, 1" Nylon Threads, Short Shank (Hubbell Part #886P)	9	EACH	No Bid		\$13.74	\$123.66	\$13.92	\$556.80	\$14.50	\$130.50	\$14.50	\$130.50
36	Insulator, Dist Post, 15KV, Vice Top (Hendrix Part #HPI-15VTC)	13	EACH	No Bid				\$35.09	\$701.80	\$29.00	\$377.00	\$26.70	\$347.10
37	Insulator, Dist Post, 35KV, Tie Top, J-Neck (Preformed Part #IP-35-J1)	11	EACH	No Bid				\$23.97	\$479.40	\$20.00	\$240.00	\$17.86	\$214.32
38	Distribution Tie, AL, J-Type (Preformed Part #WTJ-0418)	10	EACH	No Bid				No Bid		\$11.85	\$118.50	\$10.50	\$105.00
39	Shipping/Freight Charge			\$0.00	\$0.00	\$99.00	\$99.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Lead Time			1 week ARO		ESTIMATED LEAD TIMES ARE LISTED PER LINE ITEM		Please see attached Graybar quote for lead times.		Longest material lead time is 7-9 weeks. See the attached quote comments.		See Line Items	

Line	Responding Supplier	Supplier Notes
1	WESCO	Lead Time 2-3 Weeks
2	Harry Cooper Supply	PLUS FREIGHT - LEAD TIME 2 WEEKS
2	WESCO	Lead Time 2-3 Weeks
3	Harry Cooper Supply	PLUS FREIGHT - LEAD TIME 2 WEEKS
3	WESCO	Lead Time 2-3 WeeksQuoted 2079# Reel/3446'. Price changed from \$7,722.32 to \$6,902.28.
4	WESCO	Lead Time: 2-3 Weeks
5	Graybar (Graybar Electric Company)	Quote quantity was 10. Price changed from \$648.18 to \$720.20.
5	Harry Cooper Supply	LEAD TIME 4-6 WEEKS
5	WESCO	Lead Time 5 WeeksStandard Pack 10
6	WESCO	Lead Time 6-8 Weeks
7	WESCO	Lead Time 6-8 Weeks
8	Fletcher-Reinhardt Company	Sub Hubbell 8814
8	WESCO	Quoted MPS J8814Stock
9	Graybar (Graybar Electric Company)	Quote quantity was 30. Price changed from \$39.20 to \$73.50.
9	Fletcher-Reinhardt Company	Sub Hubbell 8816
9	WESCO	Quoted MPS J8816Stock
10	Graybar (Graybar Electric Company)	Quote quantity was 15. Price changed from \$71.76 to \$134.55.
10	Fletcher-Reinhardt Company	Sub Hubbell C205-0254
10	WESCO	Quoted Aluma-Form AF9064
11	Graybar (Graybar Electric Company)	Quote quantity was 15. Price changed from \$16.94 to \$127.05.
11	Fletcher-Reinhardt Company	Sub Hubbell C205-0255
11	WESCO	Lead Time: 6-8 Weeks
12	Graybar (Graybar Electric Company)	Quote quantity was 15. Price changed from \$34.60 to \$129.75.
12	Fletcher-Reinhardt Company	Sub Hubbell C205-0256
12	WESCO	STOCKQuoted MPS
13	Graybar (Graybar Electric Company)	Quote quantity was 10. Price changed from \$22.94 to \$114.70.
13	Fletcher-Reinhardt Company	Sub Hubbell C205-0257
13	WESCO	Quoted MPS J9070Stock
14	Graybar (Graybar Electric Company)	Quote quantity was 10. Price changed from \$29.28 to \$146.40.
14	Fletcher-Reinhardt Company	Sub Hubbell PSSB782800
14	WESCO	Lead Time 6-8 Weeks
15	Graybar (Graybar Electric Company)	Quote quantity was 10. Price changed from \$63.08 to \$157.70.
15	Fletcher-Reinhardt Company	Sub Hubbell PSSB783000. MOQ of 5ea. Price changed from \$132.24 to \$165.30
15	WESCO	Quoted Aluma-Form AF9080Standard Pack 10Lead Time 1-3 Weeks. Price changed from \$61.60 to \$154.00.
16	Graybar (Graybar Electric Company)	Quote quantity was 5. Price changed from \$81.04 to \$101.30.
16	Fletcher-Reinhardt Company	Sub Hubbell PSSB783600. MOQ of 5ea. Price changed from \$141.40 to \$176.75
16	WESCO	Quoted Aluma-Form AF9084Standard Pack 5Lead Time 1-3 Weeks. Price changed from \$84.00 to \$105.00.
17	Graybar (Graybar Electric Company)	Quote quantity was 5. Price changed from \$87.92 to \$103.65.
17	Fletcher-Reinhardt Company	Sub Hubbell PSSB783800. MOQ of 5ea. Price changed from \$148.60 to \$185.75.
17	WESCO	Quoted Aluma-Form AF9086Standard Pack 5Lead Time 1-3 Weeks. Priced changed from \$85.00 to \$106.25.
18	Fletcher-Reinhardt Company	Sub Hubbell PSSB783800. MOQ of 10ea. Price changed from \$76.64 to \$383.20.
18	WESCO	Lead Time 6-8 Weeks
19	Harry Cooper Supply	STOCK
19	WESCO	Quoted MPS J8583Stock
20	Graybar (Graybar Electric Company)	Quote quantity was 50. Price changed from \$33.93 to \$130.50.
20	WESCO	Quoted Aluma-Form AF3540Standard Pack 50Lead Time 1-3 Weeks. Price changed from \$33.41 to \$128.50.
21	Graybar (Graybar Electric Company)	Quote quantity was 250. Price changed from \$4.68 to \$90.00.
21	WESCO	Quoted MPS J1074Stock

Line	Responding Supplier	Supplier Notes
22	WESCO	Quoted MPS J113Stock
23	Graybar (Graybar Electric Company)	Quote price per item was \$136.09 instead of \$139.06. Price changed from \$417.18 to \$408.27.
23	WESCO	Standard Pack 5Lead Time 4-6 Weeks. Price changed from \$162.00 to \$270.00.
24	WESCO	Stock
25	Graybar (Graybar Electric Company)	Quote quantity was 30. Price changed from \$368.70 to \$1,106.10.
25	Harry Cooper Supply	LEAD TIME 10-12 WEEKS
25	WESCO	Stock
27	Fletcher-Reinhardt Company	Sub ACTION/BAMAL WRH-0.5-SG
27	WESCO	Lead Time 24 Weeks
28	Graybar (Graybar Electric Company)	Quote quantity was 25. Price changed from \$13.53 to \$112.75.
28	Harry Cooper Supply	LEAD TIME 6-8 WEEKS
28	WESCO	Stock
29	Graybar (Graybar Electric Company)	Quote quantity was 24. Price changed from \$424.64 to \$636.96.
29	Fletcher-Reinhardt Company	Substitute (GA-9401-L). MOQ of 24ea. Price changed from \$408.00 to \$612.00.
29	Harry Cooper Supply	LEAD TIME 26-28 WEEKS
29	WESCO	STOCK
30	Graybar (Graybar Electric Company)	Quote quantity was 40. Price changed from \$1,020.21 to \$1,316.40.
30	Harry Cooper Supply	LEAD TIME 8-10 WEEKS
30	WESCO	Lead Time 14 In Stock - Balance 1-2 Weeks
31	Graybar (Graybar Electric Company)	Quote quantity was 50. Price changed from \$64.15 to \$641.50.
31	Harry Cooper Supply	HUBBELL AS-25 - LEAD TIME 3-4 WEEKS
31	WESCO	Standard Pack 50Lead Time: 1-2 Weeks. Price changed from 62.50 to \$625.00.
32	Graybar (Graybar Electric Company)	Quote quantity was 100. Price changed from \$428.40 to \$680.00.
32	Harry Cooper Supply	LINE HARDWARE AS-1 5/8 25,000LB ANCHOR SHACKLE
32	WESCO	Quoted MPS J2742Stock
33	Graybar (Graybar Electric Company)	Quote quantity was 60. Price changed from \$455.04 to \$853.20.
33	WESCO	STANARD PACK 50LEAD TIME 1-2 WEEKS
34	Graybar (Graybar Electric Company)	Quote quantity was 25. Price changed from \$132.60 to \$255.00.
34	Harry Cooper Supply	LEAD TIME 2-4 WEEKS
34	WESCO	Stock
35	Graybar (Graybar Electric Company)	Quote quantity was 40. Price changed from \$125.28 to \$556.80.
35	Harry Cooper Supply	LEAD TIME 14-16 WEEKS
35	WESCO	Stock
36	Graybar (Graybar Electric Company)	Quote quantity was 20. Price changed from \$456.17 to \$701.80.
36	WESCO	Stock
37	Graybar (Graybar Electric Company)	Quote quantity was 20. Price changed from \$263.67 to \$479.40.
37	Fletcher-Reinhardt Company	MOQ of 12ea. Price changed from \$220.00 to \$240.00.
37	WESCO	Lead Time 2-3 Weeks. Price changed from \$196.46 to \$214.32.
38	WESCO	Stock
39	AMERICAN WIRE GROUP, LLC	NO CHARGE. DELIVERY IS FOB DESTINATION, PREPAID AND ALLOWED.
39	Harry Cooper Supply	ESTIMATED FREIGHT. CORRECT FREIGHT CHARGES WILL BE ADDED ONTO ANY ORDER THAT DOES NOT MEET FREIGHT ALLOWED TERMS.
	Graybar (Graybar Electric Company)	Please see Graybar quote for lead time, minimum order quantities and standard package quantities details. Pricing subject to escalation/de-escalation at time of shipment. Any changes to quantities quoted could result in a re-quote. Estimated ship dates could be subject to change. Graybar takes exception to any Liquidated Damages Clauses.
	WESCO	Due to global shortages on raw materials, we are experiencing delays in production and shipping from our manufacturer partners. All items quoted are subject to prior sale. Material lead times may change without notice Thank you for your patience and understanding while we navigate through this difficult time. This quote does not account for any potential adverse impacts COVID-19 may have on performance or obligations herein. In the event of any delays or adverse impacts, we reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind. By accepting this quote or issuing a purchase order for the quoted products and/or services, you agree to and accept these terms Subject to Escalation/De-Escalation at the time of shipment Subject to prior sale