



16th Judicial Circuit of Missouri
 Family Court Division
 Office of the Purchasing Department
 625 East 26th Street
 Kansas City, Missouri 64108
 Phone: (816) 435-4780/Fax: (816) 435-8039



Design Build Services (new courtroom)

Bid Number: **3013282**

Issue Date: Friday, January 26, 2024

Pre-bid/Site Visit: Thursday, February 15, 2024

Time: 9:30 a.m. CST

Bid Closes: Monday, March 18, 2024

Time: 1 p.m. CST

Senior Purchasing Agent: Neil Struchtemeyer, CPPB

Phone Number: (816) 435-4780

Intention: The Purchasing Department of the Jackson County Family Court (known as the “Family Court”) is now accepting bids from qualified companies (hereby known as the “Contractor”) to provide **Design Build Services** at the Family Justice Center per the Scope of Work, Pre-bid Site Visit and pursuant to the latest industry standards. This document constitutes an invitation for competitive bids per requirements and/or terms & conditions set forth in this solicitation and upon award will become known as Project Contract Number 3013282.

Pre-bid Site Visit Location: Family Justice Center
 625 East 26th Street
 Kansas City, Missouri 64108
 Meet at 9:30 a.m. CST Conference Room D (behind Security check-in)

Time/Date: **9:30 a.m. CST on Thursday, February 15, 2024** This pre-bid site visit is **recommended**, as another time will not be available. Failure to attend may render the bidder as being non-responsive and ineligible for contract award.

Questions: Questions shall be asked and answered at the Pre-bid Site Visit for a more precise clarification of the Family Court’s needs. An addendum, if needed, will then be sent out to all that attended the Pre-bid Site Visit.

Instructions to Bidders: If submitting a bid, complete and submit all pages marked **Return Page**; pages **1 thru 20** prior to **1:00 P.M. CST on/or before Monday, March 18, 2024.** **If not submitting a bid, see the Statement of No Bid page.**

Bids will be accepted at the below Address until date and time specified herein, and will be reviewed and tabulated by the Senior Purchasing Agent at **1:01 p.m.** local time (Central). Bids received after the deadline designated shall not be considered.

Bids **MUST** be accompanied by **Bid Security** in the form of a cashier’s check, certified check or bid bond in an amount not less than ten percent (10%) of the base bid amount. Bid Security will be returned to non-awarded companies.

Submit by mail or messenger to the following address:

Jackson County Family Court
 Purchasing Department
 625 East 26th Street
 Kansas City, Missouri 64108

Telephone or e-mailed bids will not be accepted! By submitting a bid you offer to enter into the proposed contract and your offer is not revocable for 90 days following the response deadline indicated herein.

All bids submitted in response to this invitation for bid shall become the property of the Family Court and will be a matter of public record available for review under the guidelines of any applicable Federal Freedom of Information Act or Missouri “Sunshine Law”.

Jackson County Family Court
 “Guiding Families to a Brighter Tomorrow.”

Bid No. 3013282 Design Build Services

Company's standard general terms and conditions will not be allowed with this solicitation.

Bid Evaluation/Contract Award: The contract will be awarded to the most responsible and responsive bidder whose bid; conforming to the solicitation, will be deemed most advantageous to the Family Court with regards to the court's perceived best value.

The contract award will be made no later than **Wednesday, March 27, 2024** by means of an e-mail. After receipt of a purchase order, design builder shall provide a certificate of insurance with endorsement rider and E-Verify documentation to assigned purchasing agent.

The senior purchasing agent will only notify the awarded design builder. All bidders may phone (816) 435-4780 any time after Wednesday, March 27, 2024 to get bid results.

Responsible Bidder: A bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all material respects to the requirements stated in the Invitation for Bid (IFB).

Family Court's Right To Inspect: Bidder shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The Family Court reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

General Conditions: Bids are made upon, and are subject to the following conditions. Upon acceptance by the Family Court Division, the signed bid and the purchase order issued thereon shall constitute a contract for furnishing the items described in the bid in strict conformity with the contract instrument.

The Family Court Division reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid deemed most advantageous to the Family Court. **No guarantee is implied that the Family Court will award a contract and subsequent purchase order for this project.**

Unless otherwise required by the terms of the IFB, all goods to be furnished shall be the best of their kind.

The Family Court Division will not be responsible for articles or services furnished without a Purchase Order. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Family Court Division is upon the contractor.

In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Family Court Division, it will be the policy of the Family Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, however this policy shall not apply to purchases or leases or contracts for public works for amounts under \$25,000.00.

Do not include taxes in prices quoted. The 16th Judicial Circuit of Missouri / Family Court Division is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of Missouri Constitution of July 1, 1946.

Federal Tax Exemption No. 43-91-0217-K | Federal Employer I.D. No. 43-1593523 | MO Tax Exemption No. 12495671

Single Received Bid: In the event that the Family Court only receives a single bid to this solicitation and that said bid comes in over our budget, then the Family Court reserves the right to turn the single received bid into a negotiated procurement.

Billing: The Contractor shall submit invoice(s), certified copies of payroll and the Prevailing Wage Compliance Affidavit to the Purchasing Department for approval of payment. All invoice(s), certified payroll and compliance affidavit shall be mailed to the following address:

Jackson County Family Court
Purchasing Department
625 E. 26th Street
Kansas City, Missouri 64108

Purchase Order number must appear on Invoice(s).

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"Guiding Families to a Brighter Tomorrow."

Bid No. 3013282 Design Build Services

Statement of No Bid

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

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

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: If you are not submitting a bid, please complete this form and fax to (816) 435-8039, otherwise disregard and submit the required submittal pages marked as **Return Page**.

Required Documents Submittal Checklist

The following are required to be submitted as the bid response.

Bid Bond: Bids must be accompanied by **Bid Security** in the form of a cashier's check, certified check or bid bond in an amount not less than ten percent (10%) of the base bid amount. Bid Security will be returned to non-awarded contractor and to awarded contractor upon job completion.

Bid Pages: Marked as pages 1 through 20.

The following shall be required upon award of contract (issuance of purchase order) and shall be provided within 21 calendar days.

Performance Bond - in the amount of 100 percent (100%) of the contract value.

Payment - in the amount of 100 percent (100%) of the contract value.

E-Verify Memorandum of Understanding (MOU) that was completed when contractor enrolled in the E-Verify program.

Certificate of Liability Insurance as specified on the following marked page 1 of bid document.

The following shall be required before payment can be made.

Invoice

Certified Payroll from Contractor and Subcontractor, if applicable.

Affidavit - Compliance with the Prevailing Wage Law.

Upon request the following shall be provided to the Family Court Purchasing Department.

A copy of the OSHA 10 Hour Construction Safety Training Card for each on-site employee assigned to this contracted project.

Do not send this check list with bid submittal. This is for contractor's reference only!

Certificate of Authority: All foreign corporations transacting business in the state of Missouri must have obtained a "Certificate of Authority" form – Corp – 42 from the Missouri Secretary of State. Every foreign corporation now doing business in or which may hereafter do business in the state of Missouri without a certificate of authority shall be subject to a fine of not less than \$1,000 (Sections 351.572 and 351.574, RSMo).

Equal Employment Opportunity Clause: The awarded design builder shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR Chapter 60).

In connection with the furnishing of supplies or performance of work under this contract, the design builder agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

The design builder 's attention is directed to all federal, state and local laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the design builder agree not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. Bias of any kind will not be tolerated under any awarded contract.

Nondiscrimination and Workplace Safety: The design builder agrees to abide by all federal, state & local laws, rules & regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Prevailing Wage: As defined by the Missouri Division of Labor Standards (DLS) this job is classified as Prevailing Wage and **Not Less** than the prevailing hourly rate of wages, as set forth in the **Annual Wage Order Number 30, Section 048, Incremental Increase Page dated: June 2023** attached to and made part of the specification for work under this contract, **shall** be paid to all workers (no matter if self-employed or sole proprietor with no employees) performing work under this contract. See section 290.250, RSMO. A **Journeyman** in respective trades must be the lead personnel when performing services.

(A) The DLS requires the design builder and/or subcontractor to provide to the public body (16th Judicial Circuit Court of Jackson County, Missouri/Family Court Division) **all occupational titles needed for this project** and workers performing work under this contract **MUST** not be paid less than the Prevailing Wage for said occupational titles as stated in the Annual Wage Order Number 30, unless an apprentice (which must have supporting evidence). Apprentices must be registered with the Bureau of Apprenticeship and Training (BAT) and **MUST be supervised by a Journeyman in the respective trade**. See Chapter 3—Prevailing Wage Law Rules, Title 8 C.S.R. 30-3.030(2) for correct payment of apprentices.

(B) The design builder and/or Subcontractor will forfeit a penalty of one hundred (\$100.00) dollars per day (or portion of a day) to the 16th Judicial Circuit Court of Jackson County, Missouri/Family Court Division for each worker that is paid less than the prevailing wage rate for any work done under this contract by the design builder or by any subcontractor (See section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060, Code of State Regulations-Prevailing Wage Rules.

(C) The design builder and/or Subcontractor (no matter if self-employed or sole proprietor with no employees) **MUST** strictly adhere to all Prevailing Wage Laws. Which includes providing certified copies of payroll and the completion of the Prevailing Wage Compliance Affidavit **before** payment will be made by the 16th Judicial Circuit of Missouri / Family Court Division. Approved forms will be provided by the Purchasing Department upon request.

Wage Subsidies, Bid Supplements, and Rebates: No design builder or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

Company Name	Print Name	Signature	Date 2
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(A) In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

(B) Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

Occupational Safety and Health Administration (OSHA): The design builder or subcontractor and his/her employees, while on the Family Court property, shall comply with the Occupational Safety and Health Act of 1970 (OSHA), latest version.

The Construction Safety Training Act, Section 292.675, RSMo requires all design builders and subcontractors who enter into contracts with public bodies for construction of public works to train their on-site employees regarding potential hazards they may encounter. The training may be accomplished by providing a standard OSHA 10-hour program (taught by an OSHA-approved instructor) or a similar program approved by the Division of Labor Standards.

The design builder and/or subcontractor upon request shall provide to the Family Court Purchasing Department a copy of the OSHA 10 Hour Construction Safety Training Card for each on-site employee assigned to this contracted project.

The design builder will forfeit a penalty to the 16th Judicial Circuit of Missouri - Family Court Division in the amount of \$2,500 plus an additional \$100.00 for each worker employed by the design builder or subcontractor, for each calendar day, or portion thereof, such worker is employed without the required training. (See section 292.675 RSMo).

E-Verify: Formerly the Basic Pilot/Employment Eligibility Verification Program is an online system operated jointly by the Department of Homeland Security and the Social Security Administration (SSA). In compliance with Missouri HB 1549, 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.

As a condition for 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 (i.e., Family Court) to a business entity, the business entity (design builder) 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 that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

Therefore; if bid amount is greater than \$5,000.00, the design builder must complete and return the **Affidavit of Compliance with Section 285.530 RSMo**; page 20. Upon contract award the design builder **must** enroll in the E-Verify program and provide the **E-Verify Memorandum of Understanding** that was completed when the design builder enrolled in the E-Verify program to the Purchasing Department. Enrollment in E-Verify is completed online at: <https://e-verify.uscis.gov/enroll/>

Applicable Laws: The design builder shall follow all applicable state of Missouri laws & regulations necessary to perform services pertaining to this Invitation for Bid.

(A) All design builders doing business in the State of Missouri and working on behalf of the Jackson County Family Court **must** ensure that all current employees of the design builder working for Family Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government.

Company Name

Print Name

Signature

Date **3**

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Note: The following is a basic outline of what Family Court is requiring the design-builder to provide. A more descriptive clarification will be discussed during the pre-bid site visit. The design-builder shall be required to do accurate measurements.

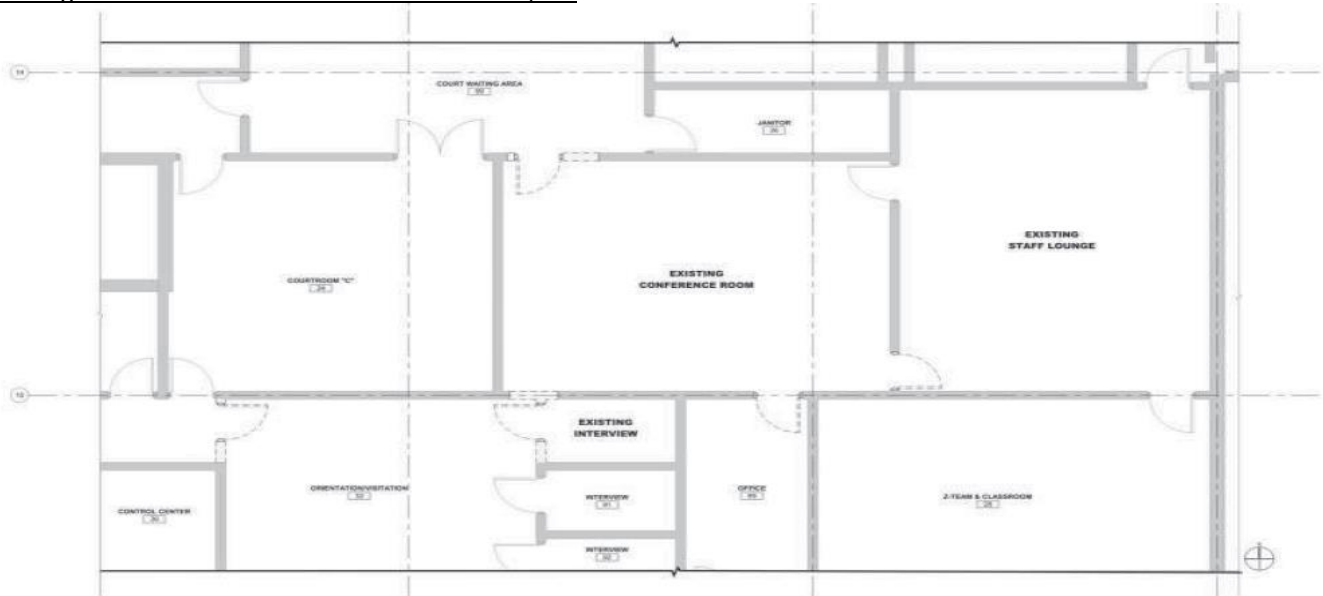
Remodel and/or conversion of Conference Room A into the new courtroom space complete with finishes and furnishings. This will consist of one design-builder provided built-in wooden Judge’s bench (approx. 71”W x 36”D x 45”H w/30” worksurface height), JAA area (approx. 38”W x 36”D x 38”H w/30” worksurface height), Bailiff / Deputy JAA area (approx. 55”W x 36”D x 38”H w/30” worksurface height), witness box (approx. 38”W x 36”D x 36”H) and podium (approx. 36”W x 24”D x 48”H w/42” worksurface height). Replace single entrance door with a double swing door to match adjacent courtroom. Provide magnetic locks on all four doors with a activation button located at the Judge’s bench. Provide all electrical hook-ups at built-in wooden bench areas to provide all power for computer equipment, recording equipment, screen/projector, etc. Provide two counsel tables (approx. 60”W x 42”D x 30”H) with a minimum of four side chairs. Family Court will provide four 4 foot courtroom benches for public seating and one free standing lectern (podium). New courtroom to be painted, color to be determined and old carpet tiles removed and new carpet tiles to be installed, color to be determined.

Remodel and/or conversion of existing breakroom / lunchroom space into two offices. One office for the new Commissioner and one office for the JAA and Law Clerk with finishes and furnishings. The Commissioner’s office will consist of one design-builder provided L-shaped desk, bookshelf, credenza and 4-drawer lateral file cabinet, all colors to be determined. Provide all electrical power for computer and phone system. Provide acoustical (soundproofing) for privacy. Office shall have new carpet tiles and painting, colors to be determined. The JAA and Law Clerk’s office will consist of one design-builder provided two person cubicle workstation, fabric colors to be determined, two bookshelves, two credenzas and two 4-drawer lateral file cabinets, all colors to be determined. Provide all electrical power for computer and phone system. Provide acoustical (soundproofing) for privacy. Office shall have new carpet tiles and painting, colors to be determined.

Relocation of existing breakroom space to existing Detention classroom space complete with finishes and furnishings. This will consist of the design-builder relocating the existing breakroom into the Detention Z Team room. Move all existing appliances into new location and provide all necessary electrical power.

The following concept illustration layout (not to scale) is for the new courtroom and respective office areas.

Existing Conference Room and Breakroom Layout

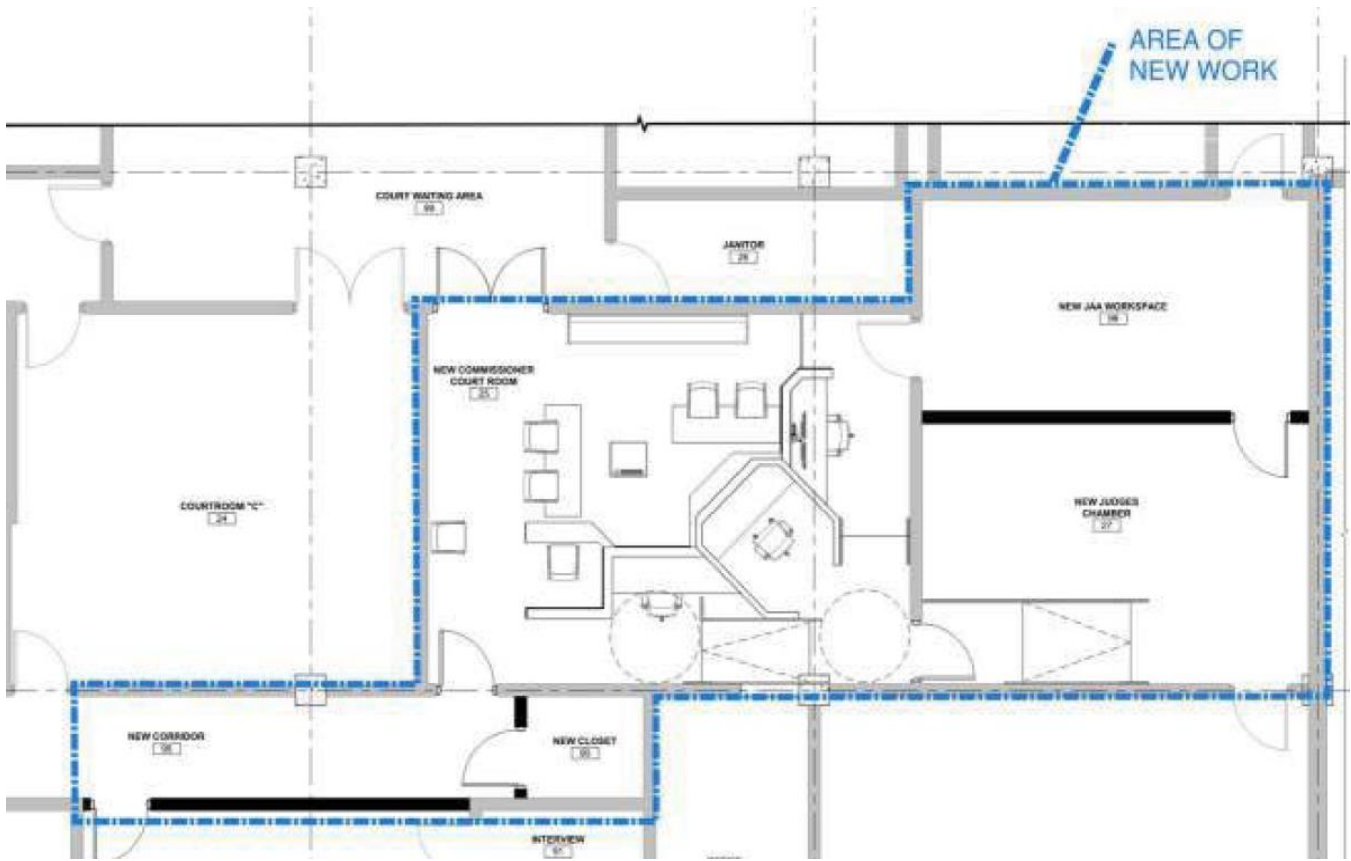


Concept Layout for new Courtroom and Offices

Company Name _____ Print Name _____ Signature _____ Date **5**

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The design-builder will provide one external vertical lift to facilitate the safe emergency egress from the second floor of the Family Justice Center for limited mobility individuals ensuring a complete life safety plan for the evacuation of wheel chair bound individuals from the Family Justice Center. The lift will be located on West side of building and resemble the provided plan from Nationwide Lifts. Access to the second floor will be accomplished by the removal of a window. Lift will have its own power source by means of a dedicated circuit and breaker box tied into building's electrical.



Company Name _____

Print Name _____

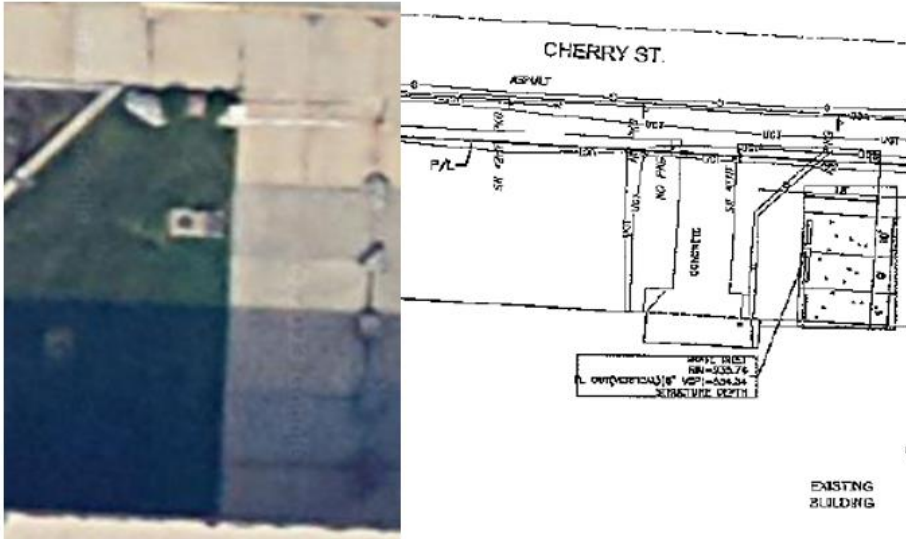
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New parking for Administrative Judge, Deputy Court Administrator and new Commissioner. This will consist of the design-builder providing concrete slabs on the grassy area on the West side of building per the following screenshot. Design-builder shall remove top soil to a depth of a minimum of 10 inches and dispose of all material removed off-site. Provide necessary equipment to roll the subgrade for proper compaction. Furnish and install 4 inches of 3/4" gravel [subbase] over the subgrade. Level gravel and roll for compaction. Furnish and install #4 rebar on two foot centers over subbase. Furnish and pour a minimum of 6 inches of 4,000 PSI concrete over subbase. Concrete to be flush with existing concrete. Float concrete for a uniform surface. Provide necessary striping to mark the three parking spots.



Alternate 1

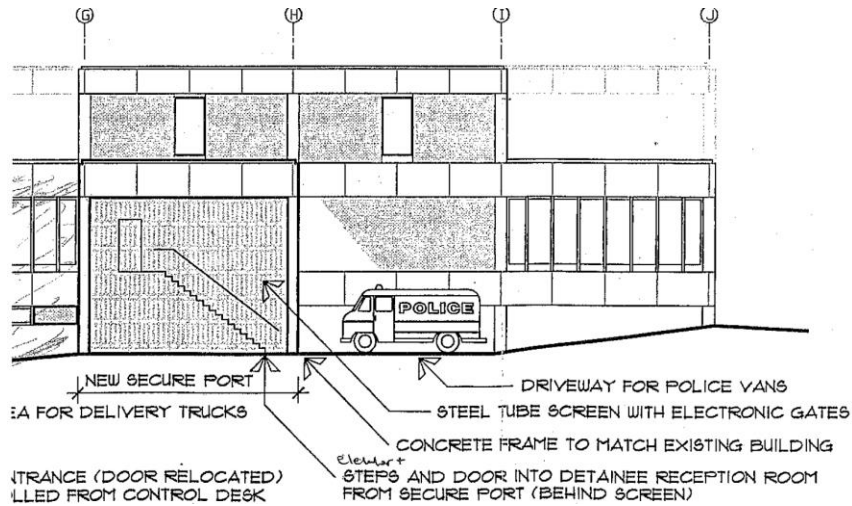
New Secure Drive for transport of detainee's and law enforcement individuals. This will consist of the design-builder providing concrete drive on the grassy area on the West side of building per the following illustrations. Design-builder shall remove top soil to a depth of a minimum of ten inches and dispose of all material removed off-site. Provide necessary equipment to roll the subgrade for proper compaction. Furnish and install 4 inches of 3/4" gravel [subbase] over the subgrade. Level gravel and roll for compaction. Furnish and install #4 rebar on two foot centers over subbase. Furnish and pour a minimum of 6 inches of 4,000 PSI concrete over subbase. Concrete drive to tie merge with existing driveways at the South (fleet parking entrance) and North (warehouse delivery) to be flush with existing concrete. Float concrete for a uniform surface. Additionally the drive will be screened by a Covrit style screen (by Cityscapes), matching the existing Family Justice Center generator enclosure, to screen the new drive visually from the view from Cherry Street looking east along the length of the new secure drive. The North and South ends of the drive will be with electronically monitored and controlled by gates entrance and exit.



Company Name _____ Print Name _____ Signature _____ Date 7

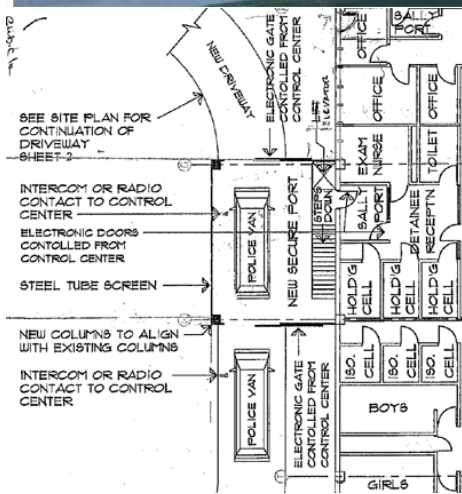
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Alternate 1a

The design-builder will provide one external vertical lift and enclosed stairwell to facilitate the entrance & egress from the second floor of the Family Justice Center for the secure transport of detainee's and law enforcement individuals to and from the Family Justice Juvenile Detention Center. The exterior façade of the enclosed stairwell shall mimic the look of the exterior of the existing building. The lift and stairs will be located on West side of building and resemble the provided plan from the included illustrations. This will require that a new opening and door be provided with secured Sally Port for entrance into the Detainee Reception area. Surveillance of the entrances to the lift and the Sally Port will need to be electronically monitored and controlled.



Company Name _____

Print Name _____

Signature _____

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Acceptance: No contract provision or use of items by the Family Court shall constitute acceptance or relieve the design builder of liability in respect to any expressed or implied warranties.

Workmanship: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved.

Workmanship shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective lines of work shall execute all work.

Contractor's Performance: If, in the opinion of the manager of facilities services; performance becomes unsatisfactory, the Family Court shall notify the design builder. The design builder will have two (2) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the times specified above, the Family Court shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover expense from any balances due or to become due to the design-builder. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement by default and/or removal from bidder's list.

Warranty: The design builder warrants that said goods furnished hereunder will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design and are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

All materials furnished and installed under this contract shall be unconditionally guaranteed for the specified manufacturer's warranty and a minimum one (1) year standard warranty from the design builder for workmanship, from the date of acceptance by the Family Court against any and all defects in materials, workmanship and installation.

Termination for Cause: The assigned purchasing agent may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- 1) The design builder fails to make delivery of goods or services as specified in this contract.
- 2) The design builder fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The assigned purchasing agent shall provide the design builder with written notice of the conditions endangering performance.

If the design builder fails to remedy the conditions within 10 business days from the receipt of the notice or such longer period as the Family Court may authorize in writing, the assigned purchasing agent shall issue the design-builder an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of notice.

Termination for Convenience: The assigned purchasing agent may terminate performance of work under this contract in whole or in part whenever, for any reason, the assigned purchasing agent shall determine that the termination is in the best interest of the Family Court.

In the event that the assigned purchasing agent elects to terminate this contract pursuant to this provision, they shall provide the design builder written notice at least 30 calendar days prior to the termination date. The termination shall be effective as of the date specified in the notice. The design builder shall continue to perform any part of the work that may not have been terminated by the notice.

Rights and Remedies: If this contract is terminated, the Family Court, in addition to any other rights provided for in this contract, may require the design builder to transfer title and deliver to the Family Court in the manner and to the extent directed, any completed materials. The Family Court shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

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If it is determined, after notice of termination for cause, that the design-builder's failure was due to causes beyond the control of or negligence of the design builder, the termination shall be a termination for convenience.

In the event of termination, the design builder shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by Family Court subject to any offset by the Family Court for actual damages including loss of state matching funds.

The rights and remedies of the Family Court provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Indemnification: The design builder shall bear all loss, expenses (including reasonable attorney fees), and damage in connection with, and shall indemnify and hold harmless Family Court Services, the 16th Judicial Circuit of Missouri, Jackson County, Missouri, and the state of Missouri from all claims, demands and judgments made or recovered against Family Court Services, the 16th Judicial Circuit of Missouri, Jackson County, Missouri, and the state of Missouri, and their officers, employees and agents, arising out of, incidental to, or in connection with the design-builder's work under this contract. The design builder's agreement to indemnify and hold harmless the parties referenced in this paragraph shall apply to any act of omission or commission by the design builder, its employees, and its agents, including negligence. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of Jackson County, Missouri, the 16th Judicial Circuit of Missouri, the Family Court Division, Family Court Services, and the state of Missouri.

Further, the design builder shall fully indemnify, defend, and hold harmless the Family Court from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Family Court's misuse or modification or the design builder's products or Family Court's operation or use of the design builder's products in a manner not contemplated by the agreement or the purchase order. If any product is the subject of an infringement suit or in the design builder's opinion is likely to become the subject of such a suit, the design builder may at its sole expense procure for the Family Court the right to continue using the product or to modify it to become non-infringing. If the design builder is not reasonably able to modify or otherwise secure from the Family Court the right to continue using the product, the design builder shall remove the product and refund the Family Court the amounts paid in excess of a reasonable rental for past use. The Family Court shall not be liable for any royalties.

The design builder's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Family Court giving the design builder (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the design builder's sole expense, and (3) assistance in defending the action at the design-builder's sole expense. The design builder shall not be liable for any cost, expense, or compromise incurred or made by the Family Court in any legal action without the design builder's prior written consent, which shall not be unreasonably withheld.

Reviews & Hearings: The design builder agrees to advise the assigned purchasing agent of all complaints of recipients made known to the design builder and refer all appeals or fair hearing requests to the assigned purchasing agent. The Family Court has the discretion to require the design-builder to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

Force Majeure: The design builder shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the design builder. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the design builder's employees, and freight embargoes.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Family Court shall not constitute a waiver.

Company Name	Print Name	Signature	Date 12
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Mechanics' Lien: By the great weight of authority, a public building, lot or other public property owned by a traditional governmental body such as a state, county, city or school district and devoted to public use is not subject to a mechanics' lien. Missouri courts have specifically so ruled. See, e.g., *Security Bank v. Dent County*, 345 Mo. 1050, 137 S.W.2d 960, 963 (1940); *Union Reddi-Mix Co. v. Specialty Concrete Contractor*, 476 S.W.2d 160, 162 (Mo.App.1972). Therefore, the design-builder shall be solely responsible for ensuring payment of all labor and materials associated with the fulfillment of this contract.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

Assignment: The design builder shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the Family Court. This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the design builder without the prior written consent of the Family Court.

Final Inspection & Approval: The design builder will request the Family Court Facilities Services Manager, Ralph Collier (816) 435-4847 to conduct a site inspection after the project is complete. The facilities services manager should prepare a "Punch-list" during the inspection and shall forward a copy of the said "Punch-list" to the design-builder. After any corrective actions have been accomplished, the design builder shall request a final inspection with the facilities services manager. Final project approval is contingent upon the facilities services manager's final inspection and written approval.

Subcontractor: If applicable, the subcontractor shall bill the design builder for any work performed under the agreement with the design builder with regards to this project.

Final Invoice: The final invoice must be submitted no later than 45 days after the completion date; provided, however, that when the completion date corresponds with the end of the court's fiscal year (December 31), the final invoice must be submitted no later than 30 days after the completion date and have the original order date listed. Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Family Court, in its sole judgment and discretion, upon a showing of good cause that prevents the timely submittal of the final invoice. The design builder must request approval for delayed submittal of the final invoice not later than 10 days prior to the due date and state the basis for the delay.

Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

Records Retention/Audit: All governmental contracts and agreements are required to be maintained for a period of three (3) years after the final payment and expiration of the contract or agreement. Therefore the design builder shall be required to retain all records relating to the resulting contracts for the same period of time after final payment and expiration of this agreement. The Family Court reserves the right to audit the design builder's records throughout the term of the agreement and records retention period with advanced notice.

Company Name	Print Name	Signature		Date 14
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Jackson County Family Court
"Guiding Families to a Brighter Tomorrow."

Design Builder Information

Completion in full is required!

Company Name: _____ Federal Tax ID No.: _____

Physical Address: _____ Payment Address: _____

City / State / Zip Code: _____ City / State / Zip Code: _____

Company Phone No.: _____ Company Fax No.: _____

Check One: Corporation Partnership Sole Proprietorship Limited Liability Company

If **Corporation**: Date of Incorporation: _____ Approx. Annual Revenue: _____

President's Name (print)

Vice-President's Name (print)

Secretary's Name (print)

Treasurer's Name (print)

Name of State(s) in which incorporated: _____

If **Partnership**: Is the partnership: General Limited Association (Check one)

Date of Organization: _____

Name and phone numbers of all partners:

- 1. _____
- 2. _____
- 3. _____

If **Sole Proprietorship**, state name, address and phone number of owner:

General Information: Number of permanent employees _____ Number of years in business _____

Percentage of work to be done under proposed contract by your own employees _____

Geographical Limits of Operation: _____

Have you ever done business under a different name: Yes No (Check one)

If yes,

Give name and location: _____

Company Name

Print Name

Signature

Date 15

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Jackson County Family Court
"Guiding Families to a Brighter Tomorrow."

Has design builder ever withdrawn or defaulted on a contractual obligation: Yes No (Check one)

If yes,

State where and why: _____

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

If yes, Explain: _____

List completed contracts within the past year, including amount of each:

1. _____

2. _____

3. _____

References (state name, address, contact and phone number): **(If you are a current vendor of the Family Court Division, please mark "CURRENT VENDOR").**

1). _____

2). _____

3). _____

DBE Status Indicate status claimed: 1. Minority Owned Business (MBE) Yes No
 African American Latino Native American Asian Pacific Islander

2. Woman Owned Business (WBE) Yes No

3. Small Business Yes No

Please provide a copy of any governmental entity or Minority Supplier Council certification.

Yes No **Does your company plan on requesting a wage subsidy, bid supplement or rebate for any worker being paid under this contract as defined in Regulations, part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c).**

Yes No **Has your company provided a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.**

Company Name

Print Name

Signature

Date 16

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Jackson County Family Court
"Guiding Families to a Brighter Tomorrow."

Affidavit

Now comes in the City of _____, County of _____,
State of _____, personally appeared _____ (Name of
person) who is _____ (Title of person) of _____
(Name of Company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is
authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

1. That I am the _____ (Title of Affiant) of _____
(Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf;
2. That no officer, agent or employee of the Family Court is financially interested, directly or indirectly in what Bidder is offering to sell to the Family Court pursuant to this Invitation For Bid.
3. That if Bidder were awarded any contract job, work or service for the Family Court, no officer, agent or employee of the Family Court would be pecuniarily interested in or receive any benefit from the profit or emoluments of such;
4. That Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid and is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
5. That all employee's assigned to do work at the Family Court are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government."
6. That if company is a Transient Employer as defined in section 285.230, RSMo; all pertinent information shall be posted in a prominent and easily accessible place at work site as required in section 285.234, RSMo.
7. It is our understanding that all informational materials and files reviewed which has been provided on a need-to-know basis in the performance of this contract shall be privileged and held confidential. It is agreed that information shall not be shared or discussed with any persons outside the Family Court without the express written consent of the Family Court. In the event there is reason to believe that the confidentiality of this information has been breached, the Court Administrator shall be notified immediately.

_____ (Name of Affiant)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

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

Notary Public in and for the County of _____

State of _____

(Seal)

My commission expires: _____

Company Name	Print Name	Signature

Date 18

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Jackson County Family Court
"Guiding Families to a Brighter Tomorrow."

**Affidavit of Compliance with Section 292.675 RSMo., Et Seq. For any Public Works Project
Contract Effective August 28, 2009**

Now comes in the City of _____, County of _____,

State of _____, personally appeared _____

(Name of person) who is _____ (Title of person) of _____

(Name of Company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program.
- (2) that upon award of contract said company shall provide a copy of the OSHA 10 Hour Card for each on-site employee assigned to contract to the Family Court Purchasing Department within 60 calendar days.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 RSMo., et seq.

_____ (Name of Person)

By: _____ (Signature of Person)

_____ (Title of Person)

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

Notary Public in and for the County of _____

State of _____

(Seal)

My commission expires: _____

Company Name

Print Name

Signature

Date 19

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Jackson County Family Court
"Guiding Families to a Brighter Tomorrow."

**E-Verify Affidavit of Compliance with Section 285.530 RSMo., Et Seq.
For all Agreements in excess of \$5,000.00**

Now comes in the City of _____, County of _____,
State of _____, personally appeared _____
(Name of person) who is _____ (Title of person) of _____
(Name of Company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is
authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company, if awarded a contract would enroll in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (3) that upon award of contract said company shall provide Documentation of participation in the E-Verify Federal Work Authorization Program (Memorandum of Understanding) that was completed when Contractor enrolled in the E-Verify program.

The terms used in this affidavit shall have the meaning set forth in Section 285.530 RSMo., et seq.

_____ (Name of Person)

By: _____ (Signature of Person)

_____ (Title of Person)

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

Notary Public in and for the County of _____

State of _____

(Seal)

My commission expires: _____

Company Name

Print Name

Signature

Date 20

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Jackson County Family Court
"Guiding Families to a Brighter Tomorrow."

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 048
JACKSON COUNTY

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

Original Signed by

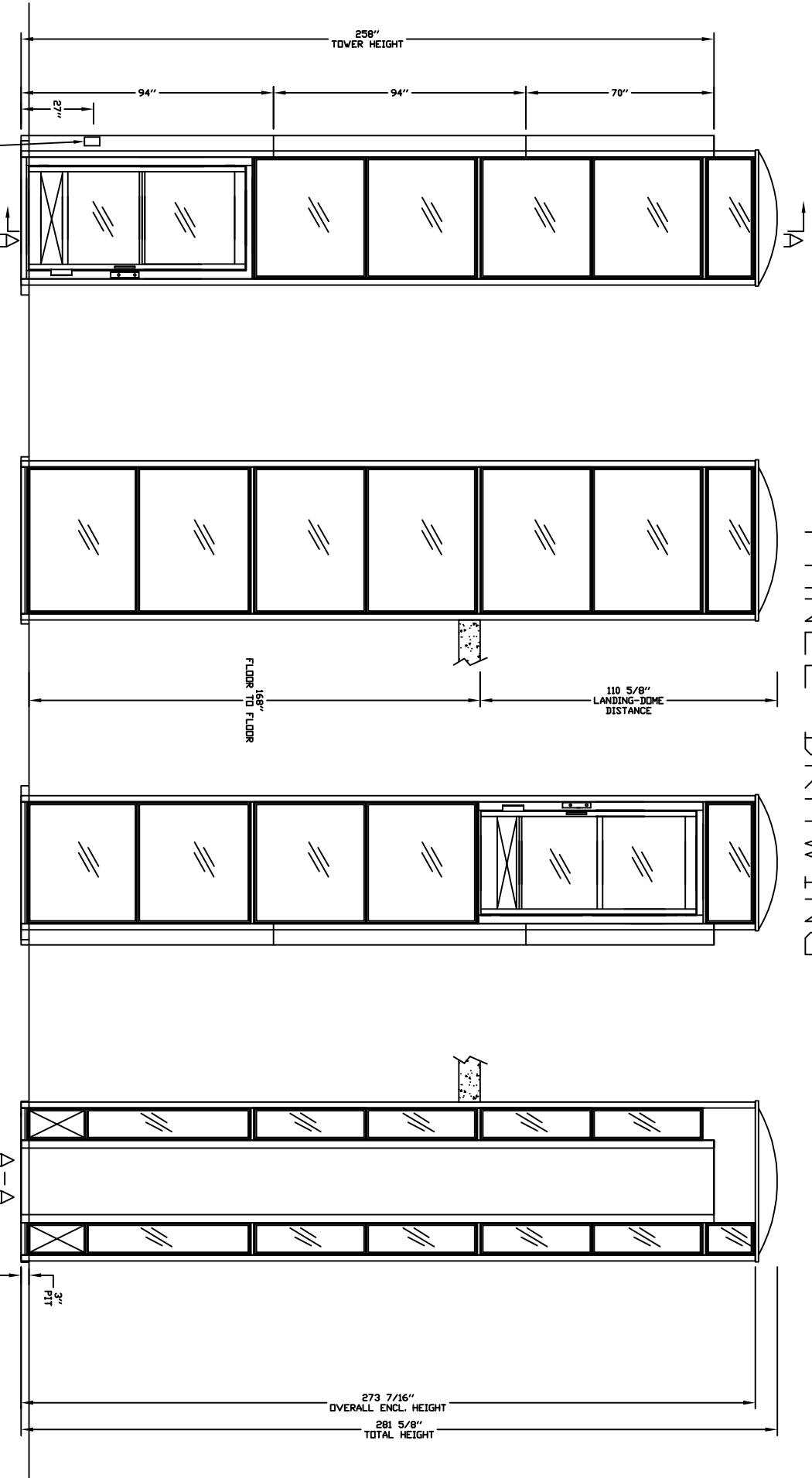
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

PANEL DRAWING



- INSERT STYLE, Door and Gate
- SHEET METAL
- Clear Plexiglass
- MANUAL LOWERING DEVICE
- INSERT STYLE, Enclosure
- SHEET METAL
- Clear Plexiglass

ELEVATION VIEWS

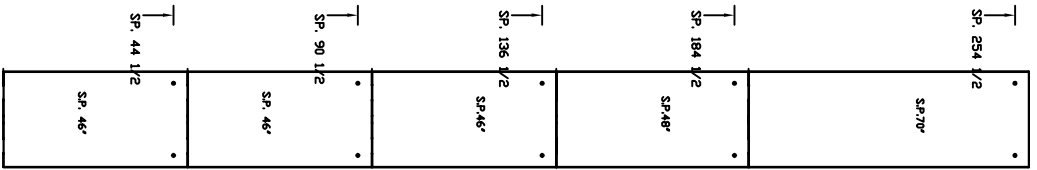
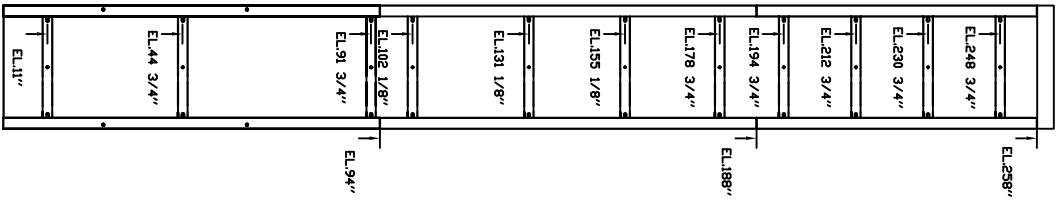
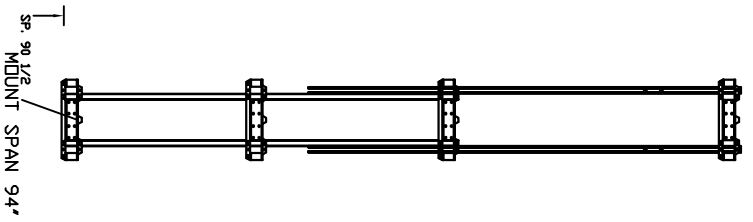
ENCLOSED VERTICAL WHEELCHAIR PLATFORM LIFT

OFFICE USE ONLY
 OPERATING DESIGN STAMP: 0.10
 MODEL VERSION STAMP: H-111

Part No. 39022
 Variant No. 39022

CUSTOMER: NATIONAL WIDE LIFTS - N.Y.
 PROJECT: APEX COMPLETE - OPPOSITE SIDES - 36X48
 ADDRESS: NATIONAL WIDE LIFTS
 888-323-8755
 DATE: 10/30/14
 REVISION DATE: 10/30/14
 COMPLETED BY: [Signature]

Part No. 39022
 Variant No. 39022
 savaria
 P000001
 SHEET No. 3 OF 4



EL. MOUNTING BRACKET POSITION

SP. SERVICE PANEL

OFFICE USE ONLY:
 CORRECTION VERSION SIGN: 0.0
 MODEL VERSION SIGN: H-111

Part No. 39022
 Variant No. 39022

ELEVATION VIEWS
 ENCLOSED VERTICAL WHEELCHAIR PLATFORM LIFT

CUSTOMER: NATIONWIDE LIFTS - N.Y.	DATE: 10/30/14
PROJECT: APEX COMPLETE - OPPOSITE SIDES - 36X48	ISSUE DATE: 10/30/14
ADDRESS: NATIONWIDE LIFTS	COMPILED BY: [Signature]
333-323-8755	CS No. P00000
	SHEET No. 4 OF 4

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