

SNOW AND ICE CONTROL AGREEMENT
(Residential "Area" Contractors)

(2020 -2021 Season)

THIS AGREEMENT is made by and between the City of Smithville, Missouri, hereinafter referred to as the "City," and Lotus Lawncare and Services, LLC hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide snow and ice control services on its public rights-of-way in a timely and efficient manner; and

WHEREAS, during times of extended snow fall, the City is in need of additional workers and equipment to supplement its regular work force; and

WHEREAS, it is not cost effective for the City to hire additional employees and purchase additional equipment for seasonal work; and

WHEREAS, the City desires to contract for snow and ice control services, herein referred to as "Services" from private independent contractors; and

WHEREAS, the Contractor represents that it is willing, able and has the necessary expertise to provide the Services to the City; and

WHEREAS, the parties desire to enter into an agreement to establish the terms and conditions under which said Services will be provided by the Contractor to the City.

NOW, THEREFORE, in consideration of the covenants contained herein, the City and the Contractor agree as follows:

I. SCOPE OF SERVICES

- A. Contractor shall provide and shall utilize in the performance of this Agreement, all equipment necessary to provide the services as specified in Exhibit A, a copy of which is attached hereto and incorporated by reference herein.
- B. Contractor shall provide the Services as outlined in Exhibit A to the City's full satisfaction.

II. COMPENSATION

The City agrees to pay the Contractor as compensation for the Services as specified in Exhibit B, a copy of which is attached hereto and incorporated by reference herein.

III. AGREEMENT TERM

The Agreement term shall be in force and effect from and after November 15, 2020 through March 31, 2020. The agreement shall be annually renewable by mutual agreement between the Contractor and the City for up to two (2) additional years. Notwithstanding the foregoing, the Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party of such termination. If, however, the Contractor fails to comply with any condition of this Agreement, the City may terminate this Agreement immediately upon written notice to the Contractor. If the Agreement is terminated by the City, the Contractor shall be entitled to payment for the work satisfactorily performed up to the effective date of termination. In no event will the Contractor be entitled to anticipated profits or consequential damages.

IV. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and as such is not an agent or employee of the City.

V. SUBCONTRACTING OR ASSIGNMENT OF SERVICES

The Contractor shall not subcontract or assign any of the Services to be performed under this Agreement without the written consent of the City. If the City determines that an unauthorized subcontractor is being used, then that subcontractor will be instructed to immediately cease operations and the Contractor will not be paid for that time.

VI. INSURANCE

A. In General:

The Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein and as may be necessary to protect the Contractor against all hazards or

risks of loss, whether such hazards or risks be generated by the Contractor or any of its agents. **The Contractor shall provide certificates of insurance and renewals thereof naming the City as an additional insured for the automobile liability, on forms approved by the City.**

The Contractor or its insurer shall endeavor to notify the City at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

B. Requirements:

INSURANCE:

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

LIABILITY INSURANCE: Contractor's liability insurance must (i) name the City as "Additional Named Insureds"; (ii) all insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri; (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to City; and (iv) that all such policies provide coverage for as long as the applicable statute of repose. Said policies shall provide primary coverage to the City; when any policy issued to the City is similar or duplicate in coverage, the City's policies shall be excess over Contractor's policies. Said policy or policies, or certificates thereof, shall be delivered to City by Contractor prior to commencement of work.

Failure of the contractor to maintain proper insurance coverage will not

relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED ARE:

- A. Worker's Compensation – Statutory
- B. General Aggregate - \$2,000,000
- C. Products -Completed Operations Aggregate - \$2,000,000
- D. Personal & Adv. Injury - \$1,000,000
- E. Each Occurrence - \$1,000,000

Note: The previous section on Workers' Compensation is not applicable to individual contractors. This Section applies only to Contractors who have employees working for them in order to perform the Services. See Exhibit C.

C. Industry Ratings:

The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Missouri.
2. Carries a Best's policyholder rating of A- or better; and
3. Carries at least a Class VIII financial rating; or
4. Is a company mutually agreed upon by the City and the Contractor.

CI. INDEMNITY

a. Definition

For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

b. Indemnity

For purposes of this Agreement, Contractor hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its affiliates, subsidiaries, employees or agents.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Contractor, its affiliates, subsidiaries, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, its affiliates or subsidiaries, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

c. In the event of a claim of Loss or damage by a citizen or other private or public entity allegedly due to the actions of the Contractor, the City will forward that claim to the Contractor who will respond promptly to both the City and the claimant as to determination and resolution. Should the City undertake to make repairs or restitution for Loss conclusively caused by a Contractor, the City will hold any further payments for Services due the Contractor until said issue is resolved.

VIII - NON-DISCRIMINATION/OTHER LAWS

A. The Contractor agrees that:

1. The Contractor shall observe the provisions of the Missouri Human Rights Act and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry or age.
2. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or an equivalent phrase.
3. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of RSMo 213 and amendments thereto, the Contractor shall be deemed to have breached this Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City;
4. If the Contractor is found guilty of a violation of the Missouri Human Rights Act under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
5. The Contractor shall include the provisions of subsections 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

- B. The Contractor further agrees that the Contractor shall abide by the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

IX AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

XI. APPLICABILITY

This Agreement is entered into under and pursuant and is to be construed and enforceable in accordance with, the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFP.

XII SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XIV. EXECUTION OF AGREEMENT

The parties hereto have caused this Agreement to be executed this _____ day of _____, 2020

CITY OF SMITHVILLE, MO

Contractor:

Damian Boley, Mayor

John M. Banks, Member
Authorized Representative
Member
Title

Attest:

Linda Drummond, City Clerk

(If the Agreement is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership.)

EXHIBIT A

SCOPE OF SERVICES

(Residential "Area" Contractors)

2020-2021 SEASON

Pursuant to the terms and conditions of this Agreement, Contractor is to provide equipment and personnel to safely provide Services specified herein. Drivers of provided equipment are referred to herein as the "Operator" or "Operators." Contractor shall ensure that all Operators comply with the provisions of this Agreement and the Exhibits hereto. Operators are employees of the Contractor and as such the Contractor has ultimate responsibility for managing their employees both supervisory and otherwise.

EQUIPMENT: Contractor shall provide motorized equipment capable of efficiently and effectively clearing snow of depths more than two (2) inches from assigned paved street surfaces. Provided equipment must be outfitted with the following equipment:

- A ten (10) foot to eleven (11) foot front-mounted bi-directional hydraulically operable variable-position plow.
- Auxiliary work lights sufficient for aiding in the night-time operation of the plow and any attached equipment.
- A material spreader capable of spreading salt and salt/sand materials
- Conspicuous safety lighting that is visible from at least 200 feet away from the vehicle and from all sides of the vehicle, (right/left/front/back). Lighting, shall at minimum, consist of a flashing amber strobe light affixed to the top of the vehicle.

Contractor will provide a list of the equipment to be used including make, model, color, year, and license number. The Contractor will immediately notify the City of any changes or substitutions to the equipment being provided.

Contractor and its Operators performing work under this Agreement shall adhere to all applicable federal, state, and local laws to include but not limited to DOT regulations for commercial trucks and drivers. Additionally, each Operator will be required to produce a valid commercial driver's license. The City of Smithville reserves the right to spot check each Operator's credentials periodically throughout the contract period. Vehicles must be properly registered and licensed, in good operational condition and well-maintained.

All vehicles and equipment to be used to perform work for the City shall be approved prior to performing any work, including any substitute equipment. If at any time during the work period the City has determined that the Contractor's equipment is performing inadequately or found to have not been approved for use, the City may require the Contractor to cease working. No further payment for Services will be authorized from the time notice to cease working has been given, either verbally to the Operator or in

written form to the Contractor.

All vehicles and equipment to be used to perform work for the City shall be presented to the City for inspection no later than November 15, 2020. The inspection will verify that the vehicle and equipment covered by this Agreement meets the City's minimum standards for performing functional snow and ice control including; checking plows, plow lights, warning lights, spreaders and other equipment specific to the snow removal / plowing function. The inspection in no way relieves the Contractor of any obligations or liabilities as may be established through other competent jurisdictions or regulatory agencies, or Contractor's duty to keep all vehicles and equipment in good and safe working order.

Contractor is responsible for all operating supplies such as fuel, equipment parts, maintenance fluids and/or service and repair work. City facilities will not be available to purchase fuel nor for long term storage of the Contractor's equipment. Temporary, short term parking for minor adjustments and/or repairs will be allowed during an assigned work period.

The City will provide the Contractor, at its facilities, snow and ice control chemicals (such as salt, sand or salt/sand mix).

All unused materials are to be off-loaded at City facility when Contractor is released from work. Use of City-supplied materials other than as instructed or directed is not permitted.

PERSONNEL: Contractor shall provide competent and capable Operators for each vehicle; Operators will possess a valid commercial driver's licenses.

Each Operator employed by the Contractor and who will provide Services to the City is required to attend a pre-season training class. The training class will be conducted by the City on a date and time to be determined. Any Operator unable to attend the required pre-season meeting may, pursuant to approval by the City, and pursuant to the City receiving advance notice, attend an alternate date as may be available. No Operator shall be allowed to provide Services on behalf of the Contractor who has not attended the required training class.

Each Operator employed by the Contractor and who will provide Services to the City must be capable of clearly communicating with City personnel, including direct person to person dialogue, and through the use of a Contractor supplied mobile phone device. Each Operator should be familiar with the City's street system and be able to read and follow map directions. Each Operator must additionally be able to follow both written and spoken instructions.

The Contractor and their Operator must, at all times, while conducting work for the City, act in a courteous manner when interacting with the general public. Problems or issues that arise during interactions with the public shall be immediately forwarded to

the City through the assigned contact.

While the Contractor and/or their Operator are actively performing work for the City, they may only perform the work assigned under this Agreement. The Contractor and/or their Operator will not perform work for, or solicit work from, private property owners while actively performing assigned work.

The Contractor is required to continuously and reliably provide the Services they have been hired to perform until all assigned work has been completed and they have been released or unless otherwise directed by the City. Work breaks or other work stoppages shall not be counted as hours worked and shall be at the Contractor's expense. Operators shall inform their assigned Street Division Manager of any stoppages in their work, such as work breaks and/or breakdowns of their equipment.

The Contractor is responsible for ensuring the safety of each Operator including but not limited to ensuring that all Operators are capable of safely performing the work under this Agreement. No Operator shall operate equipment to perform assigned work or provide any Services to the City for any length of time beyond his/her ability to do so safely. Under no circumstances shall an Operator while performing assigned work for the City work more than sixteen (16) continuous hours without a minimum eight (8) hours rest period. The Contractor shall monitor the hours worked by each Operator in his/her employment and provide substitute Operators as needed.

The City reserves the right to direct a Contractor and/or an Operator to immediately cease

operation if they are found to be performing in an unsafe or unsatisfactory manner or otherwise performing in a manner not in conformance to federal, state, or local laws and ordinances. This reservation of rights shall in no way impact the Contractor's obligations or liabilities under this Agreement.

COMMUNICATION AND NOTIFICATION: Contractor shall provide a mobile phone number for each Operator which the City can use to remotely contact the Operator for the duration of this Agreement. When a Contractor provides a mobile phone number that represents a personal item of the Operator, the Contractor shall secure agreement from the Operator to receive notifications and/or use it to communicate with the City during the length of this Agreement. This will be the primary means by which the City will notify the Operator to report for duty. It will be the responsibility of the Operator to inform the City representative of any problem in receiving periodic, scheduled test pages/notifications. The City will send a message to the provided cell phone number and the Operator must call the phone number on the message within thirty (30) minutes to confirm. The Operator shall report to their assigned Public Works Facility and check in with Street Division Manager within one (1) hour from the time of being paged/notified.

The mobile phone number provided to the City shall be used as primary communication to the City. This means of communication shall remain available and operational from time of text notification until released from duty. While on duty, Operators assigned to routes must maintain an active mobile phone. Mobile phone numbers shall be consistent to the assigned snow route area thru the duration of the agreement.

Operator is to notify the City Street Manager when they start their assigned snow route. Thereafter, the Operator will report by cell phone as each segment is completed, or when going back to the Public Works facility for additional material, or if any problem occurs such as a breakdown, obstructed roadway, excessive snow/ice, etc. that will cause significant delay. Any accident or damage claim by a citizen must be immediately reported as well. Each Operator shall report when stopping for rest/fueling breaks.

City inspectors or snow operations supervisors will be periodically checking street conditions and may need to meet with an Operator in the field. The Operator is to follow the instructions of that inspector or supervisor. If any question arises, then the Operator should contact the City Street Division Manager by cell phone to discuss resolution of the question. The parties acknowledge that the Contractor and its Operators are independent contractors and that they are not agents or employees of the City. Nothing contained in this provision should be construed

Upon completing the assigned snow route, the Operator will notify the City Street Division Manager who will either assign additional work or instruct the Operator to return to the Public Works facility. Upon completing all assigned work, Operator will return to the Public Works facility and empty their equipment's material spreader, at which time the Operator will log out and be released.

OPERATIONS: Pursuant to the requirements set forth under Personnel, each Operator is required to attend pre-season training. The date, time and place for the required training will be determined by the City and communicated to the Contractor either verbally or in writing. New Operators brought in during the snow season, must be trained and their eligibility to perform the work approved by City Staff before being assigned to work.

In all situations, the Operator must remain available after completing each assigned route until released by the City. The standard of performance is that the snow and ice be cleared from the pavement to a degree consistent with that of the adjoining residential or collector streets as determined by City supervisors.

Operator shall plow snow from City streets and cul-de-sacs at locations to be designated by the City of Smithville Public Works Maintenance Division. Operator will be issued a map or their assigned route. Contractor Operators are to follow assigned route(s) in the designated sequence shown on the maps unless otherwise instructed by the City Street Division Manager.

It is recommended that the Operator become familiar with the assigned route, special

conditions,
patterns of plowing and sequence order prior to first snowstorm.

Supervision: Contractor shall provide necessary and adequate supervision and ensure that all de-icing/anti-icing is performed in the assigned area completely and to the City's satisfaction.

Contractor shall provide supervision/quality assurance for all assigned snow Operators operating their trucks. To include but not limited to the following:

1. When Operators are assigned to plow curb to curb this shall mean plowing snow such that a clear path exists on the street pavement to within two (2) feet of the back of curb. This excludes those areas where cars are parked along the curb edge, whereas in those cases the clear path can be extended to include two (2) feet from the parked car.
2. All materials shall be spread evenly to extend to the face of each curb. The spread rate will be as assigned by the shift supervisor and the truck shall be set in conformance with the calibration charts created in the pre-season calibration.
3. All streets within the area will be completed as assigned.
4. If assigned by the shift supervisor, all cul-de-sacs will be plowed with one pass in and one out to include two reverse passes around the bulb moving the snow to the middle.
5. At no time during plowing operations will the plow tires/skids/supports maintain blade clearance greater than one (1) inch.

EXBIBIT B

COMPENSATION

(Residential ""Area"" Contractors)

2020-2021 SEASON

Hours Worked: Contractor will be compensated for each qualified Operator and approved equipment supplied at the rate of \$150.00 per hour worked for each fully equipped truck.

Operators and trucks are to respond and be ready to work when requested and arrive at the designated Public Works facility within the show up time specified. A minimum of four (4) hours will be paid for each combination of Operator and truck reporting to work as requested and performing as specified herein.

Travel to and from the designated Public Works facility prior to report-in and after check-out is not compensable; however, once the Operator has reported to work, time spent in direct transit to their assigned plowing route is compensable as are all hours worked traveling to and from other plowing routes that may be assigned during the work period.

Compensation for Services shall begin when the Operator checks in at the Public Works facility at the indicated report-in time and shall end when Contractor returns to Public Works facility for check-out and is released from duty. Down time (i.e. equipment breakdown, sleep periods, etc.), will not be compensated and will be counted against the Contractor meeting its performance obligations, except for designated work breaks meeting the performance standard of no more than thirty (30) minutes every four (4) hours.

Training Pay: The Contractor and each individual Operator they intend to employ during the season shall attend a mandatory two (2) hour pre-season training class. The purpose of the meeting will be to discuss snow removal policies and procedures. A compensation of Fifty and 00/100 Dollars (\$50.00) will be paid to the Contractor for each Operator, (up to three (3), who attend the class. The compensation shall be paid subject to the Contractor's equipment being approved for use, on or around December 1, 2020. No compensation will be given for attendance at makeup training sessions having to be scheduled during the season either due to failure to attend the pre-season class or substitution of an Operator. Signed agreements should be submitted to the City by November 15th, 2020. Signed agreements must be received by the City prior the Contractor's employees being allowed to attend training and/or have their equipment calibrated.

Invoicing: The Contractor will submit an invoice by the fifteenth (15th) of each month

for Services rendered. Invoices submitted after the fifteenth will be paid the following month. The invoice must indicate what dates and hours were worked for each route less any time as noted above for non-compensable periods. Time submitted will be rounded up or down to the nearest quarter hour.

The Contractor will submit a final invoice after March 31, 2020, for all remaining compensation due to the Contractor.

Payment on invoices is made in accordance with standard City policies and procedures. Contractors should expect payment in no less than thirty (30) days after invoice acceptance date.

EXHIBIT C

**CONTRACTOR STATEMENT
(Residential "Area" Contractors)**

2020 – 2021 SEASON

I have contracted with the City of Smithville to perform snow removal services. I do not employ the services of any other person(s) or subcontractor(s). In the event that I hire any person to serve as either my employee or subcontractor, I hereby agree to purchase workers' compensation insurance and immediately furnish the City of Smithville proof of such insurance.

Date

Snow Route 1 - Harbor View



Snow Route 2 – Hills of Shannon



(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFP # 21-01 RESIDENTIAL SNOW REMOVAL

I, JoAnn M Banks, hereby representing

(Agent Submitting RFP)

Lotus Lawncare & Services LLC, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Lotus Lawncare & Services LLC

Company Name

14050 NW Robinhood Lane

Address

Kansas City MO 64164

City/State/Zip

816.483.6746

Telephone

26-3686428

Tax ID No.

JoAnn M Banks

Authorized Person (Print)

JoAnn M Banks

Signature

Member

Title

Oct. 19, 2020

Date

joann@lotuslawncare.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

Janelle Agnos, Deputy Director, GSA KC South Field Office 2312 E. Bannister Rd KCMO 64131 816.823.1214

Stefanie Walters, Bldg Management Specialist, GSA KC North Field Office Richard Bolling Federal Bldg 601/701 E. 12th St. Charles Evans Whittaker US Courthouse 300&400 E. 9th St. KCMO 64106 816.426.3963
David Flowers, Contract Director, Job One 1085 S. Youma Ave Independence MO 64056 816.812.1322

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFP #21-01 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Hourly Rate	\$150.00 per hour

Equipment to be used:

See attached list of equipment

Vehicles: 2018 Isuzu NPR-HD 54DC4W1BXJS804036

2018 Isuzu NPR-HD 54DC4W1B1JS804037

2006 Chevrolet 2500 1GCHK23U76F161460

2005 Chevrolet 2500 1GCH523UX5F881043

Employees for the service: Brandon Banks, Jerry Hunter, Mark Lindbergh



Equipment	Manufacture Name	Serial Number/VIN
Loader 259D3	Cat	OCW905413
2 (two) BOSS 8 ft sno pushers	BOSS	
1 (one) Pro-Tech Sno Pusher – 16 ft	Pro-Tech	
1 (one) Pro-Tech Sno Pusher – 14 ft	Pro-Tech	
BOSS V Plow – 9.6 ft	BOSS	
BOSS V Plow – 6ft	BOSS	
7 (seven) snow buckets from 72-94 inches		
2 (two) Boss snowrator ZX4 Plow & De-Icer Ride on Honda GX390 20 gal. spray system	BOSS	SR-4320
2 (two) Boss Snowrator Broadcast Spreader 1.8 cu ft	BOSS	SR-135HOPPERKIT
1 Boss 8' 2" Steel Power V XT Plow: S/N : Plow Box: S/N 405347421/ BC 405388684	BOSS	405347421
1 (one) Buyers Salt Dogg - 8' Electric Stainless Steel AUGER Spreader	BOSS	000125
1 (one) Buyers Salt Dogg - 8' Electric Stainless Steel AUGER Spreader	BOSS	000129
2 (two) Pro-Tech Sno Pusher – 8 ft		

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Clay)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared JoAnn M. Banks,
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is JoAnn M Banks and I am currently ^{Member}~~President~~ of
Lotus Lawncare & Services LLC (hereinafter "Contractor"), whose business
address is 14050 NW Robinhood Lane Kansas City MO 64164, and I am
authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

JoAnn M Banks
[Signature]

JoAnn M Banks
[Printed name]

Affiant Subscribed and sworn to before me this 20 day of October, 2020.

Rebecca R Zuercher
[Notary Public]

My Commission Expires 11/07/2022

REBECCA R. ZUERCHER
Notary Public - Notary Seal
State of Missouri - Platte County
Commission # 09734431
My Commission Expires 11/7/2022

Commissioned in Platte County

Commission # 09734431

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division



Company ID Number: 206682

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employer's authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 301).



Company ID Number: 200602

← 206682

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

Employer Lotus Lawncare and Services LLC dba MOLAWN

JoAnn M Banks

Name (Please Type or Print)

Owner

Title

Electronically Signed

Signature

04/15/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/15/2009

Date

