



**CITY OF WENTZVILLE  
WENTZVILLE, MO 63385**

**INVITATION FOR BID COVER PAGE**

**IFB #: 16-494**

**TITLE: Bio-Solids Transport and Disposal**

**Bid Issued: November 7, 2016**

**CONTACT: Alice Winkelman**

**PHONE NO.: (636) 639-2026**

**EMAIL: [alice.winkelman@wentzvillemo.org](mailto:alice.winkelman@wentzvillemo.org)**

**PRE-BID MEETING:** A non-mandatory pre-bid meeting is scheduled for November 17, 2016 at 10:00am at the Water Reclamation Center, 2455 Mette Road, Wentzville, MO 63385. Attendees are to meet at the main office for a brief meeting, then view the job site.

**RETURN BID NO LATER THAN: December 8, 2016, 2:00pm prevailing Central time**

**MAILING INSTRUCTIONS:** The Bidder is to print or type **IFB Number, Return Due Date, and Title** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Procurement Department by return bid date and time.

**RETURN BID TO:**  
**CITY OF WENTZVILLE**  
**IFB #16-494**  
**310 W. PEARCE BLVD**  
**WENTZVILLE, MO 63385**

This document constitutes a request for sealed bids from qualified companies, individuals, and/or organizations to furnish the product and services as described herein. The bidder hereby declares understanding, agreement and certification of compliance to provide the product and services, at the prices quoted, in accordance with all requirements and specifications contained herein and the City of Wentzville Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees upon receipt of an authorized purchase order from the City of Wentzville is issued by an authorized official of the City of Wentzville, a binding contract shall exist between the bidder and the City of Wentzville.

**BIDDER SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
COMPANY NAME	(Individual Or Partnership Or Corporation) STATE OF:
MAILING ADDRESS	PHONE NO.
CITY, STATE, ZIP	FAX NO.
FEDERAL EMPLOYER ID NO.	Missouri Charter Number (if licensed in MO)
EMAIL ADDRESS	

## PART ONE - STANDARD INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL INFORMATION

The City of Wentzville is seeking to establish a contract for the transportation and disposal of bio-solids.

The City of Wentzville has grown from a small town of only about 5,000 in 1990 to a dynamic city of over 36,600 population in 2015, with almost 600 licensed businesses, the City occupies 19.98 square miles. The City is situated in St. Charles County, and Interstate Highways 64 and 70 are intersected within the City.

The City has not previously contracted for this service; the City historically has been able to conduct land application with in-house resources. However, as the population of the City increases, so do the demands on the City's wastewater treatment facility. The City's wastewater treatment facility (Water Reclamation Center) processes an average of 2,579,361 gallons of bio-solids every year. The City currently produces approximately 333 tons of bio-solids as dewatered cake per year. The City anticipates using this contract when volume exceeds the City's current land application resources and possibly transitioning to using this contract for all bio-solid/bio-cake disposal. Contractor will provide service on an as-needed basis.

**Contract Period:** Date of award through one year, with the City reserving the option to renew for three additional consecutive one-year periods.

### 1.1 CHECKLIST FOR SUBMITTING A BID:

This checklist is provided for the Bidder's information only and is not part of the Specifications and Contract Documents.

Bid package submittal shall consist of 1 original and 1 copy of the following:

- ✓ BID COVER PAGE, Page #1
- ✓ Bid Pricing Page completely filled out, properly executed by Bidder including manual signature
- ✓ Exhibit A Qualifications and Experience Form
- ✓ Exhibit B Subcontractor Form
- ✓ Exhibit C Non-Collusive Affidavit filled out on the form provided
- ✓ Copy of valid hauling and disposition permits
- ✓ Spill Response Plan
- ✓ Any addenda issued to this bid

Bid Quotation and all required attachments enclosed in a sealed envelope and

- ✓ Marked with Bid Number and Bid Title
- ✓ Marked with name of Bidder
- ✓ Due Date of Bid

### 1.2 FAX / EMAIL:

The City of Wentzville for this IFB will not accept bid submissions by fax or email.

### 1.3 All bid pricing must be submitted on the City's IFB Pricing Pages.

**1.4 QUESTIONS AND UPDATES:**

A. Bidders are encouraged to submit written questions through the Procurement Department's contact person shown on the Invitation for Bid Cover Page. In order to ensure all potential respondents receive the same information, the City will post its response on the City's website

[http://www.wentzvillemo.org/departments/procurement/current\\_bidding\\_opportunities.php](http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php).

**Bidders are responsible for checking the City's website for the issuance of any addendums.** The Bidding Opportunities website shall be the official site for information as related to this IFB. Any documentation posted elsewhere will not be applicable should a bidder use the information as related to a contract protest. Please visit this site periodically to check for any additional information.

B. Any information provided to a bidder outside of the procedural guidelines of this IFB shall be considered not to be valid and will not be considered during the evaluation process.

C. To ensure fair consideration for all bidders, the City prohibits communication to or with any City department(s), board member(s), or employee(s) during the submission process, except as provided above. Additionally, the City prohibits communications initiated by a bidder to the City official(s) or employee(s) evaluating or considering the bids prior to the time an award decision is made. Any communication between Bidder and the City will be initiated by the appropriate City official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid(s).

D. The City may add, delete, or amend services as it may deem advisable. Any and all addendums or amendments as related to this IFB must be processed and approved through the City's Procurement Department to be applicable to this IFB.

**1.5 PREPARATION OF BIDS:**

A. Bidders are expected to examine the Specifications, delivery schedule, requirements and all instructions of the Invitation for Bid. Failure to do so will be at Bidder's risk. In case of a mistake in extension, the unit price(s) will govern.

B. All supplies and equipment offered in a bid must be new and of current production unless the Invitation for Bid clearly specifies that used or reconditioned supplies or equipment may be offered.

**1.6 PRICE:**

A. All prices shall be as indicated on the Pricing Page. The City shall not pay nor be liable for any other additional costs including but not limited to fuel, fuel surcharges, taxes, shipping and handling charges, personnel, time, travel, vehicles, mileage, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

B. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety (90) calendar days from bid opening and for the specified contract period.

**1.7 DEVIATION OF SPECIFICATION:**

Any bidder deviating from the specifications must provide supportive documentation explaining such deviation. The supportive documentation is required with the bid submission.

**1.8 OPEN COMPETITION:**

Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand of product that meets or exceed the specifications. Determination of equivalency shall rest solely with the City. Bids that do not comply with the requirements and specifications, are subject to rejection without further consideration.

**1.9 ESTIMATED QUANTITY:**

The quantity specified in this IFB is an estimate only. If the City requires more or less material than stated, the Seller shall furnish and deliver the City's requirements at the contracted unit price. The Seller shall not be entitled to damages and/or additional compensation by reason of quantity reductions.

**1.10 MODIFICATION OR WITHDRAWALS OF BIDS:**

Bids may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the Bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered. After the official closing date and time, no bid may be modified or withdrawn.

**1.11 INCURRED EXPENSES:**

The City is not responsible for any expenses which bidders may incur in preparing and submitting bids called for in this Invitation for Bid.

**1.12 BID OPENING:**

The bid opening shall be public on the date and at the time specified on the Invitation for Bid document.

**1.13 TABULATIONS:**

The bid tabulation will be posted on the City's website  
[http://www.wentzvillemo.org/departments/procurement/bid\\_tabulations.php](http://www.wentzvillemo.org/departments/procurement/bid_tabulations.php)

**1.14** All bids become the property of the City. If any proprietary information is contained in the bid, it should be clearly identified. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a Bidder's bid submission, the City will comply according to Missouri Sunshine Law.

**1.15 PAYMENT:**

Bidder shall be paid the amount quoted on the Pricing Page. The Bidder shall submit all invoices complete with necessary support documentation to City and City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the goods as shown on the Pricing Page.

**1.16 COMPLIANCE WITH TERMS AND CONDITIONS:**

The Bidder is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements.

**1.17 BUY AMERICAN:**

Bidders are encouraged to purchase American-made equipment and products.

**1.18 BUY STATE OF MISSOURI PREFERENCE:**

Bidders are encouraged to purchase commodities and tangible property manufactured, produced, or grown within the local area and in State of Missouri and from all firms, corporations, or individuals with licensed businesses in the State of Missouri. This guideline pertains to all commodities and tangible property when quality is equal or better and the delivered price is the same or less, or when competing bids, in their entirety, is comparable.

**1.19 CITY SEAL, FLAG AND LOGO:**

In accordance with City of Wentzville Ordinance No. 2633, the City of Wentzville logo is a registered trademark. The City logo is not to be used in bid submissions or advertisements. The Bidder agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City.

**1.20** The City of Wentzville hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**1.21 REQUEST FOR REFERENCES AND ADDITIONAL INFORMATION:** If requested by the City, a bidder shall furnish references and/or such additional information as the City may reasonably require.

**1.22 ACKNOWLEDGEMENT OF CONTRACT:** The successful bidder shall be required to complete the City of Wentzville Agreement at the time of award.

**BIO-SOLIDS TRANSPORT AND DISPOSAL IFB #16-494**  
**PART TWO – SCHEDULE / QUALIFICATIONS / SCOPE OF SERVICES**

**2.0 SCHEDULE**

The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Invitation for Bid	November 7, 2016
Non-Mandatory Pre-Bid Meeting	November 17, 2016
Deadline for Questions from Bidders	November 29, 2016
City's Response to Questions	December 1, 2016
Bid Due Date	December 8, 2016

**2.1 QUALIFICATIONS, EXPERIENCE AND REQUIREMENTS**

Contractor shall:

- A. Be an established contractor, having at least three (3) years of experience in collection, handling, transportation, and disposing of wastewater bio-solids material as specified in this IFB. See Exhibit A.
- B. Provide all necessary permits and licenses as well as its valid United States EPA identification number.
- C. Provide a list of any past notices of violations it received from the EPA or any state or local regulatory agency within the last three (3) years and a brief description of when, where, and what the violation entailed. See Exhibit A.
- D. List any subcontractors to be used and describe the specific activities for which they are to be used. See Exhibit B.
- E. Maintain Insurance meeting the coverage requirements and limits are listed in the Agreement, paragraph 8 (general liability, Automobile, Worker's Compensation, and Pollution Liability).

## **2.2 SCOPE OF SERVICES**

The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, fuel, licenses, permits, taxes, insurance and any other items necessary to transport and dispose of bio-solids (“material”).

### **A. Pick up Location:**

Water Reclamation Center (WRC)  
2455 Mette Road  
Wentzville, MO 63385

### **B. Material and Weighing:**

- 1) Bio-solids are an operational standard Class B.
- 2) Trucks will be loaded by City employees with City equipment.
- 3) Contractor is responsible for weighing the bio-solids removed from the Water Reclamation Center (WRC). Contractor shall provide the method used to determine amount of bio-solids in each load removed on the Pricing Page.

### **C. Scheduling and Pick Up:**

- 1) The City will contact the Contractor when pick up is needed.
- 2) Pickup shall occur on weekdays between the hours of 7:00am through 3:00pm.
- 3) Contractor shall notify the City representative immediately whenever situations develop that would interfere with the scheduled pick up. Under no circumstances shall the scheduled removal be delayed more than forty-eight (48) hours.
- 4) The Contractor shall coordinate its activities in the performance of this contract with the activities of the City.

### **D. Equipment**

All equipment used for this award shall be in good working condition and free of any fluid leaks.

### **E. Regulatory Requirements and Safety:**

- 1) Contractor shall comply with laws and regulations set forth by federal, state and local regulatory agencies. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, MDNR – Missouri Department of Natural Resources, and MoDOT – Missouri Department of Transportation.
- 2) The Contractor is responsible for handling, transportation, and disposal of materials that have been pick up from the City.

- 3) The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. Contractor shall comply with all applicable OSHA, State of Missouri Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction

**F. Spill Response and Planning**

- 1) Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this solicitation. Any spillage, accidental or otherwise, which occurs at the WRC or outside of the WRC, shall be the responsibility, including all related costs, of the Contractor to completely remove and report to the proper agencies and the City in a timely manner. Containment and proper clean up shall be performed by the Contractor immediately at the time of the spill.
- 2) The Contractor shall prepare a Spill Response Plan which addresses procedures and areas of responsibility:
- 3) All vehicle exteriors shall be free of bio-solids prior to transporting to and from hauling destinations.
- 4) All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
- 5) An equipment list shall be included in the Spill Response Plan.
- 6) The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the cleanup when necessary.
- 7) Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.

**G. Repair of Damages:**

Any damages caused to City property and equipment by the Contractor shall be corrected as soon as possible by the Contractor at Contractor expense.

**H. Permits:**

All permits necessary for the performance of services shall be secured and paid for by the Contractor.

**I. Landfill Tipping Fees:** Included in Contractor's bid price.

**J. Reporting**

- 1) The Contractor shall maintain records of material removal, transport, and disposal in accordance with requirements of federal, state and local regulatory agencies. Each load of residuals removed shall have its own Chain of Custody (Manifest). Contractor will send the City all manifests and reports required by the City.



- 2) Land application field reports are to be submitted to the WRC project manager within 45 days of completion of land application at each particular field. These reports are to include the dates of application, field location, map of the field land applied, area of the field in acres, and amount of bio-solids applied in wet tons, as well as daily weigh scale tickets.
- 3) Contractor is responsible for submitting any documentation that is required by law to the EPA, MDNR and any other authority in the area where land application is taking place. Copies of these reports must also be submitted to the WRC project manager or designee. The annual Sludge Management Report will be prepared and submitted by WRC.
- 4) Contractor will be responsible for responding to complaints as a result of their activities directly relating to land application, including the transport of bio-solids off-site.

**BIO-SOLIDS TRANSPORT AND DISPOSAL IFB #16-494  
PRICING PAGE**

The Bidder shall provide the following bid prices for providing services in accordance with the provisions and requirements stated herein. All costs (shipping/handling, personnel, time, travel, fuel, fuel surcharge, vehicles, mileage, reporting, or other costs) associated with providing services listed below shall be considered incidental and are to be included in the bid price.

**YEAR 1:**

Item No.	Description – Dewatered Bio-Solids	Price
	<b>Land Application</b>	
1.	Price per wet ton within a 5 mile radius of WRC	\$ per wet ton
2.	Price per wet ton within a 6-15 mile radius of WRC	\$ per wet ton
3.	Price per wet ton within a 16-20 mile radius of WRC	\$ per wet ton
	<b>Haul to Landfill</b>	
4.	Price per ton per mile to haul to landfill	\$ per ton per mile
	<b>Description – Liquid Bio-Solids</b>	<b>Price</b>
5.	Emergency Hauling, provide per gal per mile.	\$ per gal per mile

**YEAR 2:**

Item No.	Description – Dewatered Bio-Solids	Price
	<b>Land Application</b>	
1.	Price per wet ton within a 5 mile radius of WRC	\$ per wet ton
2.	Price per wet ton within a 6-15 mile radius of WRC	\$ per wet ton
3.	Price per wet ton within a 16-20 mile radius of WRC	\$ per wet ton
	<b>Haul to Landfill</b>	
4.	Price per ton per mile to haul to landfill	\$ per ton per mile
	<b>Description – Liquid Bio-Solids</b>	<b>Price</b>
5.	Emergency Hauling, provide per gal per mile.	\$ per gal per mile

Bidder Name: \_\_\_\_\_

**BIO-SOLIDS TRANSPORT AND DISPOSAL IFB #16-494  
PRICING PAGE (Continued)**

**YEAR 3:**

Item No.	Description – Dewatered Bio-Solids	Price
	<b>Land Application</b>	
1.	Price per wet ton within a 5 mile radius of WRC	\$ per wet ton
2.	Price per wet ton within a 6-15 mile radius of WRC	\$ per wet ton
3.	Price per wet ton within a 16-20 mile radius of WRC	\$ per wet ton
	<b>Haul to Landfill</b>	
4.	Price per ton per mile to haul to landfill	\$ per ton per mile
	<b>Description – Liquid Bio-Solids</b>	<b>Price</b>
5.	Emergency Hauling, provide per gal per mile.	\$ per gal per mile

**YEAR 4:**

Item No.	Description – Dewatered Bio-Solids	Price
	<b>Land Application</b>	
1.	Price per wet ton within a 5 mile radius of WRC	\$ per wet ton
2.	Price per wet ton within a 6-15 mile radius of WRC	\$ per wet ton
3.	Price per wet ton within a 16-20 mile radius of WRC	\$ per wet ton
	<b>Haul to Landfill</b>	
4.	Price per ton per mile to haul to landfill	\$ per ton per mile
	<b>Description – Liquid Bio-Solids</b>	<b>Price</b>
5.	Emergency Hauling, provide per gal per mile.	\$ per gal per mile

DESCRIBE METHOD USED TO DETERMINE AMOUNT OF BIO-SOLIDS IN EACH LOAD:

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Contractor shall pick up the material within \_\_\_\_\_ days of the City's request.

Bidder Name: \_\_\_\_\_

**BIO-SOLIDS TRANSPORT AND DISPOSAL IFB #16-494  
PRICING PAGE (Continued)**

Indicate landfill name and address: \_\_\_\_\_

\_\_\_\_\_

Indicate where liquid bio-solids will be disposed of: \_\_\_\_\_

\_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

State in which bidding company is incorporated: State of \_\_\_\_\_ and the State

Registration Number: \_\_\_\_\_

**BIO-SOLIDS TRANSPORT AND DISPOSAL IFB #16-494  
EXHIBIT A  
QUALIFICATIONS AND EXPERIENCE FORM**

*Fill out this form and submit with bid. Attach additional pages as needed.*

Description of the business and number of years of experience in similar type work.

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Qualifications of personnel whom will be directly involved in providing the required services.

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An itemized description of equipment type and capacities to be used to perform the services.

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Provide a list of any past notices of violations it received from the EPA or any state or local regulatory agency within the last three (3) years and a brief description of when, where, and what the violation entailed.

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Indicate your ability to obtain insurance in the required coverages and amounts, including Pollution Liability.

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United States EPA identification number: \_\_\_\_\_

**Submit your Spill Response Plan with your bid.**

*Bidder Name:* \_\_\_\_\_

**BIO-SOLIDS TRANSPORT AND DISPOSAL IFB #16-494**

**EXHIBIT B  
SUBCONTRACTOR FORM**

This form must accompany and be part of your sealed bid response. If you do not plan to use subcontractors, indicate below and return this form with your bid.

The above referenced Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc. as follows:

Subcontractor Name	Address (Street, City, State)	Nature of Participation	Dollar Value of Subcontract

Bidder Name: \_\_\_\_\_



### **PART THREE - BID EVALUATION AND AWARD**

#### Method of Award:

The solicitation shall be awarded to the lowest, responsive, responsible bidder. The City reserves the right to reject any or all bids, or portions thereof, to waive technicalities or deficiencies in any or all the bids.

The responsiveness of the bidder shall be determined by the City based whether their bid fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.

The responsibility of the bidder shall be determined by the City based on whether the bidder is capable of meeting all of the requirements of the solicitation and subsequent contract; possesses full capability, including financial and technical, to perform as contractually required; and the quality and performance of previous contracts or services.



**BIO-SOLIDS TRANSPORT AND DISPOSAL AGREEMENT**

THIS AGREEMENT (this "Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_, a \_\_\_\_\_ having a principal office at \_\_\_\_\_ (the "Contractor"), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

**RECITALS**

- A. In response to IFB #16-494 of the City requesting bids for the transportation and disposal of bio-solids, the Contractor has submitted a certain bid in accordance with the Proposed Documents to perform the Services.
- B. After due consideration, the City has accepted the Bid of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

- 1. **Contract Documents.** This Agreement shall consist of: (i) IFB #16-494 including, without limitation:
  - a. Invitations for Bid
  - b. Contractor's Bid and Pricing Page
  - c. Affidavit of Non-Collusion
  - d. Executed Agreement
  - e. Affidavit of Participation in Federal Work Authorization Program Form
  - f. E-Verify with Electronic Signatures
  - g. Terms and Conditions
  - h. Scope of Services
  - i. Notice of Award (issued by City)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid Bids, any duly-issued Modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the office of the Procurement Department and Office of the City Clerk of Wentzville, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are

hereby incorporated in this Agreement by reference). When any provision(s) of the contract documents conflict, the provision(s) most advantageous to the City shall govern.

2. **Term:** The term of this contract shall be date of award through one year, with City reserving the option to renew for three additional consecutive one-year periods, subject to the “Multi-year contracts; Non-appropriation” provisions of the attached General Conditions. Upon expiration of the last term, the agreement will continue on a month-to-month basis until the City is able to obtain a new agreement through the process dictated by the City Procurement Policy.

3. **Scope of Services.** Contractor Services to include all services set forth in the Scope of Services, Part Two of the Invitations for Bid (the “Services”).

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in the Scope of Services, Part Two of the Invitations for Bid. All Services shall be in conformance with all applicable policies of the City and laws of Missouri applicable to 4<sup>th</sup> class cities, all federal laws and requirements and all rules and regulations thereunder, and the generally accepted standard of care.

The above described Services shall be provided by the Contractor in accordance with all the provisions of this Agreement, City policies and attached City of Wentzville General Conditions for the Services, attached to the Invitations for Bid and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

4. **Payment.** The City hereby agrees to pay the Contractor in accordance with the Agreement for satisfactory performance at the prices shown on the Pricing Page.

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.

5. **Attorney Fees’ and Costs.** The Contractor shall reimburse to the City any costs and attorneys’ fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor’s breach of the Agreement, the Contractor’s failure to perform any obligation or requirement contained herein, or the City’s enforcement of this Agreement.

6. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Services and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Contractor’s obligations under this Agreement. The

Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

**7. Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

**8. Contractor’s Liability Insurance.** The Contractor shall obtain and maintain during the term of the Project and the City Contractor Agreement the insurance coverage’s at least equal to the coverage’s set forth in this paragraph 8, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverage’s shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverage’s are included in the Bid Amount and no additional payment will be made therefor by the City:

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence \$2,735,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence
Employer’s Liability	\$1,000,000 bodily injury by accident (each accident) \$1,000,000 bodily injury by disease (each employee) \$1,000,000 bodily injury policy limit
Pollution Liability insurance	\$5,000,000 combined limit

In addition, the Contractor and all subcontractors shall provide Worker’s Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the services as outlined in the Invitations for Bid. The certificates must state, “The City of Wentzville is an additional insured”, on a primary and non-contributory basis. Certificate Holder shall be listed as “City of Wentzville, Attention City Clerk, 310 W Pearce Blvd., Wentzville, MO 63385.” The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverage's or amounts required by this paragraph 8 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

**9. Termination.** The City shall have the right to terminate this Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under this Agreement an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of this Agreement Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

**10. Non-Exclusive Contract:** This agreement is a non-exclusive agreement and the City reserves the right to obtain services from other sources as deemed necessary and appropriate.

**11. Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

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

CONTRACTOR

CITY OF WENTZVILLE, MISSOURI

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **BIO-SOLIDS TRANSPORT AND DISPOSAL TERMS AND CONDITIONS**

**Independent Contractor.** The Contractor shall be and operate as an independent Contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Contractor shall notify the City of the nature and impact of such conflict.

**Subcontracts.** The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirement imposed for such agreement by federal, state, and local law. In addition, this Agreement shall not be assigned by the Contractor.

If the Contractor submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Contractor of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Contractor warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo., upon the receipt of such payment by the Contractor, will not be subject to a lien under 429.015 RSMo.

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified herein and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Contractor shall look solely to the City for the satisfaction of any claims the Contractor may have arising under this Agreement.

**Insurance.** The Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the Invitations for Bid, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the Invitations for Bid, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

**Nondisclosure/Confidentiality.** The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

**Changes.** No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Nonappropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Other Contractors.** The City reserves the right to employ other Contractors in connection with the Services.

**Invitations for Bid.** If the City issued a Invitations for Bid in connection with the Services, such Invitations for Bid and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the Invitations for Bid and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Invitations for Bid and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

**Work Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to City any documents, and work product, whether printed or electronic.

**Personnel.** The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

**Compliance with State Immigration Statutes.** As a condition for the award of this Agreement, the Firm 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 Services. The Contractor shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

**Representations.** The Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

**Governing/Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri or the U.S. District Court for the Eastern District of Missouri.

**Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**Presented as example; not required with bid**  
**AFFIDAVIT OF PARTICIPATION IN**  
**FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly sworn, on my  
(Name) (office held)  
oath, affirm \_\_\_\_\_ is enrolled and will continue to participate in a federal  
(company name)  
work authorization program in respect to employees that will work in connection with the  
contracted services related to the services being provided to the City of Wentzville for  
the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised  
Statutes of Missouri. I also affirm that \_\_\_\_\_ does not and will not  
(company name)  
knowingly employ a person who is an unauthorized alien in connection with the  
contracted services for the duration of the contract, if awarded.

Attached to this affidavit is documentation of \_\_\_\_\_'s  
(company name)  
participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN**  
**FEDERAL WORK AUTHORIZATION PROGRAM)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).*

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Missouri )  
)  
County of \_\_\_\_\_ ) ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires:

\_\_\_\_\_  
Notary Public



**Presented as information; not required with bid**

**PROOF OF E-VERIFICATION WITH U.S. DEPARTMENT OF HOMELAND SECURITY**

**Electronic Signature Page**