



**CITY OF WENTZVILLE
WENTZVILLE, MO 63385**

INVITATION FOR BID COVER PAGE

IFB #: 16-163

**TITLE: SUBMERSIBLE PUMPS
MAINTENANCE AND REPAIR**

Bid Issued: March 24, 2016

CONTACT: Alice Winkelman

PHONE NO.: (636) 639-2026

EMAIL: alice.winkelman@wentzvillemo.org

RETURN BID NO LATER THAN: April 19, 2016, 2:00 PM 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 #16-163
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	

CITY OF WENTZVILLE, MISSOURI
PART ONE - STANDARD INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

The City of Wentzville is seeking to establish a contract for the maintenance and repair of submersible pumps for the City's Wastewater Division.

Contract Period: May 31, 2016 through February 28, 2017, with the City reserving the option to renew for three additional consecutive one-year periods.

1.2 SITE VISITS (Non-mandatory): If a bidder desires to visit the sites, site visits will be conducted on April 5 and 6, 2016 beginning at 8:00am at the Water Reclamation Center, 2455 Mette Road, Wentzville, MO 63385. Attendance at site visits is not mandatory. **Please contact Dan Todd @ 636-639-2073 if you plan to attend the site visits.**

1.3 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 of the following:

- ✓ BID COVER PAGE, Page #1
- ✓ Bid Pricing Page completely filled out, properly executed by Bidder including manual signature
- ✓ Non-Collusive Affidavit filled out on the form provided
- ✓ Any addenda issued to this bid

Bid Response 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

1.4 FAX / E-MAIL:

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

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

1.6 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.

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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 BID OPENING:

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

1.14 TABULATIONS: The bid tabulation will be posted on the City's website http://www.wentzvillemo.org/departments/procurement/bid_tabulations.php

1.15 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.

1.16 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 products as shown on the Pricing Page.

1.17 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.

1.18 BUY AMERICAN:

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

1.19 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.

1.20 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.

- 1.21** 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.

**INVITATION FOR BID # 16-163
SUBMERSIBLE PUMPS MAINTENANCE AND REPAIR
PART TWO – SCOPE OF SERVICES AND PERFORMANCE**

2.0 GENERAL INFORMATION

a. 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	March 24, 2016
Site Visits (non-mandatory)	April 5 and 6, 2016
Deadline for Questions from Bidders	April 11, 2016
City's Response to Questions	April 12, 2016
Bid Due Date	April 19, 2016

b. Delivery:

The Bidder shall deliver in accordance with the contracted delivery time specified in the contract or City-issued Purchase Order. Noncompliance with this specification may be viewed as noncompliance with the bid specifications. Failure of the Bidder to complete delivery as stated in the bid; the City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not completed within the time frame(s) specified in the bid. If the Bidder fails to complete authorized deliveries as specified; the City reserves the right to obtain services by any means the City deems necessary to fulfill the City's requirements. The Bidder shall be required to reimburse the City the cost differential of the City's payment for services and that of the contracted price.

c. Inspection and Acceptance:

No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Bidder herein, upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Bidder's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

d. Warranty:

Bidder expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

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

The following annual estimated quantities will be used for bid evaluation purposes:

Service Call, Normal Business Hours: Estimated Occurrences: 5
 Service Call, (Emergency, Holidays, and Weekends): Estimated Occurrences: 2

- f. **Addition and Removal of Pump Lift Stations/Pumps:** The City reserves the right to add or remove pump lift stations and pumps from the preventive maintenance list with 60 days prior notice.

2.1 QUALIFICATIONS

The Contractor shall provide responsible and trained field technician(s) that meet the following qualifications and that are capable of performing the services listed in the scope of services.

- a. The expertise to identify & address equipment failure and repair issues.
- b. The knowledge of waste water pump, motor, control & electrical applications.
- c. The experience & capability to install, remove, troubleshoot & repair submersible pumps and related components to include submersible motors, drives and controls at the waste water lift stations.
- d. The knowledge of the City's safety requirements and OSHA standards and training in electrical safety, lock-out/tag-out and confined space entry procedures. Contact Jared Conaway, Wastewater Department Safety Coordinator, at 636-639-2072 to receive the City's safety requirements.

2.2 PERFORMANCE REQUIREMENTS

- a. The Contractor shall perform the work during normal working hours: 7:00am to 3:30pm Monday through Friday unless otherwise approved by the City.
- b. The Contractor shall be available for emergency repairs on an as-needed basis.
- c. The Contractor shall be responsible for providing all travel, qualified personnel, time, lab and clerical work, computer software, materials, supplies, tools, equipment, repairs and/or replacements to complete the requirements set forth in the IFB.
- d. The Contractor shall demonstrate a high degree of experience and performance during the term of the contract period. There shall be limited, if any, down time for services.

2.3 SCOPE OF SERVICES – PREVENTIVE MAINTENANCE

- a. Scheduled preventive maintenance will consist of a complete and thorough 18-point inspection of each pump, controls and related components as listed per the attached sample Maintenance Inspection Report (Exhibit A).
- b. This inspection will be performed on an annual basis as selected by the City. The Contractor will coordinate and schedule the preventive maintenance with the City's Authorized Representative.
- c. The preventive maintenance will be performed and completed at all locations within 45 days of scheduled work. See Pump Location List (Exhibit B)
- d. Following each inspection, the Contractor will provide a detailed report for each lift station pump, control and related component to include pump information, parts used inventory, all findings, photos of all pump components including wet end, impeller, wear rings & wear plate, items requiring repair and/or immediate attention and recommendations to the City's Authorized Representative.
- e. The Contractor shall perform an Eighteen (18) Point Checklist as follows:
 1. Check & record pump information, position, model, serial number, horse power, voltage, impeller diameter, full load amperage & hour readings.
 2. Check condition of control panel and wiring for any loose or faulty connections.
 3. Check condition of level sensing equipment.
 4. Check condition of wet well & valve vault piping, junction boxes, connections, chains, guide brackets, etc.
 5. Check for condition of face of valve in respect to discharge connection.
 6. Check motor insulation values to ground using megger.
 7. Check voltage supply (pumps off).
 8. Check voltage supply (pumps on).
 9. Check amperage draw on all three phases for proper balance.
 10. Check winding resistance of motors through pump cables.
 11. Check for correct rotation of equipment.
 12. Check rotation-bearing coast down.
 13. Check condition of oil in each pump and change oil at each inspection, replacing all inspection plug O-rings.
 14. Check condition & tolerance of impeller, wear rings & wear plate in each pump.
 15. Check pump cooling system where required for proper operation.
 16. Check condition of pump cables on each pump.
 17. Check for any leakage at discharge connection.
 18. Check & verify station controls are in auto and breakers are on and hatches, panels & gates are locked.
- f. As part of the annual inspection of the pump lift stations, the Contractor shall perform a Six (6) Point Checklist on all spare pumps not in service at each pump lift station:
 1. Check & record pump information, position, model, serial number, horse power, voltage, impeller diameter and full load amperage.
 2. Check motor insulation values to ground using megger.
 3. Check condition of oil in each pump and change oil at each inspection, replacing all inspection plug O-rings.

4. Check condition & tolerance of impeller, wear rings & wear plate in each pump.
5. Check pump cooling system where required for proper operation.
6. Check condition of pump cables on each pump.

2.4 SCOPE OF SERVICES - SERVICE CALLS AND REPAIRS:

- a. Service calls may consist of pulling, troubleshooting and repairing of submersible pumps and related equipment.
- b. The Contractor will be required to provide the proper testing equipment and tools necessary to perform the on-site service or repair.
- c. The Contractor will be required to provide a field service ticket on-site for all services to include pulling pumps, troubleshooting and repairs. The service ticket shall include:
 1. Date & Time of Service.
 2. Name & Initials of Field Technician(s).
 3. Location/Lift Station being serviced.
 4. Pump information to include position, model & serial number.
 5. Detailed description of services.
 6. Total hours of service(s)
- d. Service Call – Normal Business Hours: Contractor shall provide service within a twenty-four (24) hour response time.
- e. Service Call – Emergencies, and After Hours, Holidays and Weekends: Contractor shall provide service within a **four (4) hour** response time.
- f. Contractor will be required to follow all safety requirements, standards and guidelines set forth by the City of Wentzville and OSHA, and the technicians shall perform their duties in a manner that will prevent serious injury, death or property damage to them and others at the work site.
- g. Repairs that would require the purchase of equipment, replacement parts and materials shall require a written quotation and approval prior to acquiring such equipment, replacement parts and materials. Written quotations shall include all costs (parts, shipping/handling, labor, personnel, time, mileage, or other costs) associated with the provided services and shall be considered incidental and are to be included in the quoted price.
- h. The City reserves the right to seek additional quotes from other companies for repairs and the purchase of equipment, replacements parts and materials.

**INVITATION FOR BID #16-163
SUBMERSIBLE PUMPS MAINTENANCE AND REPAIR
PART THREE - 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, lab and clerical services, or other costs) associated with providing the services listed below shall be considered incidental and are to be included in the bid price. **Deliveries shall be FOB Destination.**

ITEM	DESCRIPTION	PRICE
1	Price for Submersible Pump Station Annual Maintenance:	\$ _____ (per year total for all locations listed on Exhibit B)
2	Service Call Normal Business Hours (7am-3:30pm) (24 hour response), price per hour:	First Hour: \$ _____ Each additional hour: \$ _____
3	Service Call (Emergencies, and After Hours, Holidays and Weekends) (4 hour response) price per hour:	First Hour: \$ _____ Each additional hour: \$ _____

State minimum number of hours per call, if applicable: _____ hours.

State Your Normal Business Hours: _____ am to _____ pm

RENEWAL (YEAR 2): Percentage increase based on Year 1 pricing: _____%

RENEWAL (YEAR 3): Percentage increase based on Year 1 pricing: _____%

RENEWAL (YEAR 4): Percentage increase based on Year 1 pricing: _____%

Repair Parts Discount off List Price: _____% (percentage is firm fixed for 4 years)

Company Legal Name: _____

Address: _____

Signature: _____ Print Name: _____

Phone: _____ Fax: _____

Email: _____

State in which bidding company is incorporated: State of _____ and the

State Registration Number: _____

**INVITATION FOR BID # 16-163
SUBMERSIBLE PUMPS MAINTENANCE AND REPAIR
PART FOUR**

4.0 BID EVALUATION AND AWARD

4.1 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 City of Wentzville reserves the right to cancel this IFB in part or in its entirety. This IFB does not commit the City of Wentzville to award a contract or to pay any costs to bidders in preparation of their bid.

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of Missouri)
S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the Proposal are true and correct;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. They further certify that bidder is not financially interested in or financially affiliated with any other Bidder on this project.

Signed: _____

Title: _____

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

Notary Public

My Commission expires: _____

Presented as Sample Enclosure

Contract #16-163

SUBMERSIBLE PUMPS MAINTENANCE AND REPAIR 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 #16-163 of the City requesting bids for submersible pump maintenance and repair, 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 #16-163 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 from May 31, 2016 through February 28, 2017, 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.

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 4th 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 9, 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

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 9 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. **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: _____

Name & Title

Date

Date

SUBMERSIBLE PUMP MAINTENANCE AND REPAIR 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 requirements 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 proposal
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 proposal

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

Electronic Signature Page

EXHIBIT A - Sample Maintenance Inspection Report

Customer	Phone	Date
Service Order #	Service Item ID	Serial #
Station ID	Location	N W
Tech(s)		
Total Mileage		

Control Panel Information			
Manufacturer	Model	Serial #	Drawing #

Hour Meter Readings		
#1	#2	#3

Control Panel Condition	Wet Well Condition	Valve Vault Condition
Notes:	Notes:	Notes:

Level Control System	Number Of Sensors
-----------------------------	--------------------------

Electrical Readings			
#1 Megger	R	B	W
#3 Megger	R	B	W
#1 Ohms	RB	RW	BW
#3 Ohms	RB	RW	BW
#1 Thermal		#1 Stator FLS	
#2 Thermal		#2 Stator FLS	
#3 Thermal		#3 Stator FLS	
#1 Stat Volts	AB	AC	BC
#3 Stat Volts	AB	AC	BC
#1 Load Volt	AB	AC	BC
#3 Load Volt	AB	AC	BC
#1 Amps	R	B	W
#3 Amps	R	B	W

#2 Megger	R	B	W
#2 Ohms	RB	RW	BW
#1 Top FLS		#1 Bearing Temp	
#2 Top FLS		#2 Bearing Temp	
#3 Top FLS		#3 Bearing Temp	
#2 Stat Volts	AB	AC	BC
#2 Load Volts	AB	AC	BC
#2 Amps	R	B	W

Pump #1 Information

Model	Serial Number	HP	Volt/Phas	Impeller	FLA

Overall Condition

Notes:

Guide Condition

Guide Guide

Chain Condition

Chain Chain

Handle

Cable Condition

Stator Condition

Oil Condition

Amount of Oil Quarts

All O-rings Replaced

Yes No N/A

N-Impeller Clearance: As

Impeller Condition

Notes:



N-Impeller Clearance: Adjusted

Wet End Condition

Notes:



Pump #2 Information

Model	Serial Number	HP	Volt/Phas	Impeller	FLA

Overall Condition

Notes:

Guide Condition

Guide **Guide**

Chain Condition

Chain **Chain**

Handle

Cable Condition

Stator Condition

Oil Condition

Quarts

All O-rings Replaced

Yes No

N-Impeller Clearance: As

Impeller Condition

Notes:



N-Impeller Clearance: Adjusted

Wet End Condition

Notes:



Pump #3 Information

Model	Serial Number	HP	Volt/Phas	Impeller	FLA

Overall Condition

Notes:

Guide Condition

Guide

Guide

Chain Condition

Chain

Chain

Handle

Cable Condition

Stator Condition

Oil Condition

Amount of Oil

Quarts

All O-rings Replaced

Yes

No

N/A

N-Impeller Clearance: As

Impeller Condition

Notes:



Post-Electrical Readings



N-Impeller Clearance: Adjusted

Wet End Condition

Notes:



#1 Load Volt	AB		AC		BC
#3 Load Volt	AB		AC		BC
#1 Amps	R		B		W
#3 Amps	R		B		W

#2 Load Volt	AB		AC		BC
#2 Amps	R		B		W

Leakage At Discharge

#1 None Slight Excessive

#2 None Slight Excessive

#3 None Slight Excessive

Inventory Of Parts Used

Warehouse	Quantity	Part Number	Description

Items Requiring Attention

City of Wentzville Summary of Locations and Pump Information

EXHIBIT B

Pump Station	No of Pumps	Mfg.	Model No.	Serial Numbers All Pumps	Design Point (GPM, TDH)	HP	Control Panel Info	Pump Voltage	FLA/Pump Amperage	Pump Phase
Autumn Valley Lake #2 Lift 2213 Autumn Trace	2 IN-SERVICE 1 SPARE	ABS	XFP100E CB1.1PE105/4F	0007970 0024858 0028331	140@103'	14	Duplex/ABS/ECC	480	20	3
Autumn Valley Lake #3 Lift 823 Autumn Bluff Ln.	2 IN-SERVICE 1 SPARE	ABS	Piranha M25-2W	20350 0017600	24@86'	3.4	Duplex/ABS/ECC	480	5	3
Bear Creek Lift 0 Bear Creek Dr.	2 IN-SERVICE 1 SPARE	ABS	P3W	D714126 G612748	81@42'	3.4	Duplex/ABS/ECC	240	16	1
Brookshire Lift, 113 Brookshire Creek Dr.	2 IN-SERVICE 1 SPARE	ABS	AFP-1049.5 M75/4	0051449 0051919	437@46'	8	Duplex/ABS/ECC	480	13	3
Builder's Resource Lift 126 Resource Dr.	2 IN-SERVICE 1 SPARE	ABS	M25/2D	E0127188 E0127186	63@62'	10	Duplex/ABS/ECC	480	13	3
Carlton Glenn North Lift 248 Carlton Pointe Dr.	2 IN-SERVICE 1 SPARE	ABS	AFP 1047.1 M210/4	0012081 0017450	145@116'	28	Duplex/ABS/ECC	480	34	3
Carlton Glenn South Lift 131A Carlton Point Dr.	2 IN-SERVICE 1 SPARE	ABS	AFP-1047.25 6m 185/4	0012417 0012418	101@115'	25	Duplex/ABS/ECC	480	31	3

Dale Ave. Lift 729 Dale Ave.	2 IN-SERVICE	ABS	XFP101G-CB1 PE200/2		150@170'	27	Duplex/ABS/ECC	480	30	3
Dove Meadows #1 Lift 312 Charity Dr.	2 IN-SERVICE 1 SPARE	ABS	AFP-1001 M520/4-51.6	23590 23589	317@215'	70	Duplex/ABS/ECC	480	79	3
Dove Meadows #2 Lift 2199 Duello Rd.	2 IN-SERVICE 1 SPARE	ABS	AFP-1084 M35/4D	20575429 20575432	157@34.2'	3	Duplex/ABS/ECC	480	7	3
Fox Ridge Lift 33 Bedford Way	3 IN-SERVICE 1 SPARE	ABS	AFP-1048 4ME200/2	0013745 0013746 0013744	503@168'	27	Triplex/ABS/ECC	480	32	3
GM Lift 1698 Hwy. A	3 IN-SERVICE	ABS	XFP150G-CB1.5		800@78'	28	Triplex/ABS/ECC	480	35	3
Golf Club East Lift 1489 Hepperman Rd.	2 IN-SERVICE 1 SPARE	ABS	AFP-1001 M43014	10185 10184	350@162'	58	Duplex/ABS/ECC	480	74	3
Golf Club West 1595 Fairway Valley Dr.	3 IN-SERVICE 1 SPARE	ABS	AFP-1552.38 0M630/4	37526 22262 10235	700@134'	84	Triplex/ABS/ECC	480	93	3
Highland Estates Lift 1044A Highland Est. Dr.	2 IN-SERVICE 1 SPARE	ABS	AFP-1040 M35/4	M0151896 0071863	95@42'	5	Duplex/ABS/ECC	480	7	3

Highway P Lift 5179 Hwy. P	3 IN-SERVICE 1 SPARE	Flygt	(2) CP3201.91 & (2) CP3202.185	9810020 9810019 1410044	3856@23.6'	30 35	Triplex/ABB	480	41 43	3
Huntsdale Lift 96 Huntsdale Ridge Ct.	2 IN-SERVICE 1 SPARE	ABS	AFP-1072 M70 4D	0039546 0039545	252@42'	10	Duplex/ABS/ECC	480	13	3
Parks Aquatic Center Lift 1141 Peine Rd.	2 IN-SERVICE	ABS	XFP100E CB1 PE105/4		163@40'	5	Duplex/ABS/ECC	480	7	3
Peruque Valley Park Lift 1335 S. Point Prairie Rd.	2 IN-SERVICE	ABS	XFP100E CB1 PE105/4		163@40'	5	Duplex/ABS/ECC	480	7	3
Progress Park Silo Lift 968 Meyer Rd.	2 IN-SERVICE	Flygt	3102 MT		150 GPM	3	Duplex/ABS/ECC	480	5	3
Quail Ridge Park Lift 30 Columbine	2 IN-SERVICE 1 SPARE	Flygt	CP-3127	0340203 0350635	110@73'	7.5	Duplex/ABS/ECC	480	31	1
Silver Pine Ridge 310 Edgefield	2 IN-SERVICE 1 SPARE	ABS	AFP1547 ME210/4D	0018587 0018586	262@102'	28	Duplex/ABS/ECC	480	31	3
SCC- Recycle Center Lift 2100 East Pitman	2 IN-SERVICE 1 SPARE	ABS	AFP1048.5 ME200/2	28918 28986	167@167'	27	Duplex/ABS/ECC	480	30	3
South Lift 1196 Hwy Z	3 IN-SERVICE 1 SPARE	Flygt	CP3231	0331042 0331041	4030@142'	250	Triplex/ABB	480	240	3

Stone Meadows 6057 Blake Thomas Dr.	2 IN-SERVICE 1 SPARE	ABS	2002M 1040/4-8'	8829 8830	1630@173'	140	Duplex/ABS/ECC	480	157	3
Stone Meadow North/Phase.8 50 Paige Ct.	2 IN-SERVICE 1 SPARE	ABS	AFP-1049.5 M75/4	F0341966 F0341965	345@53'	10	Duplex/ABS/ECC	480	13	3
Stone Meadow South 775 Wrausmann	2 IN-SERVICE 1 SPARE	ABS	AFP-1049.5 M75/4	0039552 0039553	490@44'	10	Duplex/ABS/ECC	480	13	3
Stonegate Lift 623 Stone Bend Trail	2 IN-SERVICE 1 SPARE	ABS	AFP-1046.1 M105/4	0047397 0059355	285@89	14	Duplex/ABS/ECC	480	20	3
Stonemoor Lift Station 2586 West Meyer Rd	2 IN-SERVICE 1 SPARE	ABS	AFP-1049.5 M75/4	0067507 0067510	283@68'	10	Duplex/ABS/ECC	480	13	3
Tuscany Trails 220A Sorrento	2 IN-SERVICE 1 SPARE	ABS	M80/2 Piranha grind	11343 11776	74@147'	10	Duplex/ABS/ECC	480	13	3
West Hampton Woods 228 Andrea Lynn Dr.	2 IN-SERVICE 1 SPARE	ABS	AFP-1040.2 M22/4	0075402 0091833	186@26'	3	Duplex/ABS/ECC	480	5	3
West Wind Park Lift 636 Springfield	2 IN-SERVICE 1 SPARE	ABS	AFP-1041.2 M46/4	0053391 0053392	210@45'	6	Duplex/ABS/ECC	480	9	3