



**CITY OF WENTZVILLE  
PROCUREMENT DEPARTMENT  
310 WEST PEARCE BOULEVARD  
WENTZVILLE, MISSOURI 63385**

**INVITATION FOR BIDS**

**IFB #16-013**

**SOLAR SHADE STRUCTURE PROJECT**

October 17 2016

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**CITY OF WENTZVILLE  
310 WEST PEARCE BOULEVARD  
WENTZVILLE, MISSOURI 63385**

**INVITATION FOR BIDS  
IFB NUMBER #16-013  
October 17 2016**

The City of Wentzville (the "City") seeks sealed bids, from qualified contractors for the supply and installation of a Solar Shade Structure at Splash Station.

The Solar Shade Structure Project ("Project") shall consist of the supply and possible installation of a Solar Shade Structure at Splash Station.

A non-mandatory Pre-Bid Meeting will be held at Splash Station, 1141 Peine Road, Wentzville, MO 63385 at 9:00 am on October 25, 2016.

Sealed bids will be accepted by the City of Wentzville, Procurement Department, City Hall, 310 W. Pearce Blvd., Wentzville, MO 63385 until 10:00 am local time on November 4 2016 at which time they will be publicly opened and read aloud. The sealed envelope shall be clearly marked with IFB #16-013 and Bidder Name on the outside of envelope.

Bid packets, in the form of ".pdf" electronic files are available at the City of Wentzville Website, [http://www.wentzvillemo.org/departments/procurement/current\\_bidding\\_opportunities.php](http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php) at no cost.

In order to ensure all potential respondents receive the same information, the City will post its response for any supplemental information requested (addendums) on the City's website. The Bidding Opportunities website shall be the official site for information as related to this IFB. **Bidders are responsible for checking the City's website for the issuance of any addendums.**

All questions regarding this project shall be submitted to Jill Schmitz, Procurement Specialist, at [Jill.Schmitz@Wentzvillemo.org](mailto:Jill.Schmitz@Wentzvillemo.org) and be in writing before October 28, 2016.

The City reserves the right to reject any or all bids and to waive any irregularities therein, and accept the best most advantageous to the City of Wentzville.

The successful bidder shall be required to comply in all respects with the State Statutory provisions concerning the payment of prevailing wages on Public Works, Section 290.262 RSMo and shall pay to all workmen performing the work under the Contract not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri.

City of Wentzville

Kimberly Butts, CPPO, CPSM



## INFORMATION FOR BIDDERS

1. **Background and Funding:** The Solar Shade Structure Project includes the supply of the material for a solar shade structure to match existing shade structures with an alternate bid for installation of the shade structure at Splash Station.

This project is fully funded through City of Wentzville funding.

2. **Questions:** All questions must be submitted in writing via e-mail to Jill Schmitz, Procurement Specialist, at: [Jill.Schmitz@wentzvillemo.org](mailto:Jill.Schmitz@wentzvillemo.org) with the project name in the subject line before time and date indicated. No verbal interpretation will be recognized; any and all such interpretations shall be confirmed in an addendum to the contract by the City.
3. No type of electronic submittal (fax, email, etc.) of bid proposals will be accepted.
4. **Bidder Documentation:** All responses, inquiries, or correspondence relating to, or in reference to, this Invitation for Bid, and all reports, charts, displays, schedules, exhibits and other documentation by the Bidder shall become the property of the City when received. All bids submitted shall also 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.
5. **Bid Opening:** Bids will be opened promptly and read aloud on the date and time and at the location indicated. The Bidder is solely responsible for insuring its Bid Proposal is received at the time, date, and location specified. The bid opening is public and anyone may attend. No bid information, other than the bid tabulation, will be made available to the public during the evaluation period between the bid opening and the award of the bid.
6. **Bid Held Firm:** Bids are not awarded at the time of bid opening. Bid proposals will be considered firm for 90 days from the bid opening date. By mutual agreement, by consent in writing, from the bidder(s), the bid(s) may be held firm for an additional period of time.
7. **Waiver:** The City of Wentzville expressly reserves the right to waive minor or slight irregularities in a bid which in the City's judgment are in the best interest of the public and do not provide a material advantage to the bidder over all the other bidders.
8. **Rejection:** The City of Wentzville reserves the right to reject any or all bids received in part or entirely.
9. **Examination of Bid/Contract Documents and Site of Work:** The Bidder is expected to examine carefully the site of proposed work, the specifications, and the Bid/Contract documents before submitting a bid. The submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and as to the requirements of the Bid/Contract documents.
10. **Product Substitutions:** Requests for product substitutions will not be considered during bidding. If Contractor's bid includes substitutions it shall be at the Contractor's risk and responsibility to demonstrate that the substitution is a "functional equivalent" product during submittal reviews. During the review process, if substituted products are determined not to be functionally equivalent, Contractor shall provide products as specified at no additional cost to Owner.

- 11. Laws to be Observed:** The Contractor shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the prosecution of the work. The Contractor and his surety shall indemnify and save harmless the Owner and all of his representatives, engineers, consultants, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

Bidders, take note that changes may be made to this contract as a result of any ordinance, law and/or directive issued by the City and/or the State of Missouri and/or the Federal Government. Should such a change occur, the Contract Documents and Specifications shall be amended reflecting such change and signed by both parties acknowledging the change(s).

- 12. Taxes:** This project is exempt from all sales taxes for construction materials and supplies used directly in fulfilling contract requirements. Sales tax shall not be included into the unit costs for this project. The contractor shall follow the regulations as outlined in Missouri 12 CSR 10-3.388 Construction Materials.

The City will issue the contractor a tax exemption letter and a project exemption certificate. These documents are to be given to the applicable suppliers and used only for the specific project identified and will expire on the date indicated unless renewed by the City.

- 13. Prevailing Wage (if installation is awarded):** The successful Bidder shall be required to comply in all respects with Federal and State Wage Rates, including applicable statutory provisions concerning payment of prevailing wages on public works projects, Sections 290.210 through 290.340 R.S. Mo. (most current version), as currently amended, and shall pay to all workmen performing under work contract not less than prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri

As such, the Bid Proposal for this project shall be based upon the required payment by the Contractor for wages for each craft or type of workmen required to execute the Contract. A schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions is attached hereto and made a part of this Contract.

- 14. OSHA (if installation is awarded):** The successful Bidder shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this contract. The successful bidder shall also require all subcontractors under the contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees.

- 15. Equal Employment Opportunity:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this Contract. A breach of this provision may be grounds for termination of this Contract.

- 16. American Products:** The City has adopted a preference that requires every Public Works project in excess of \$5,000 to use American products. These products are to be used whenever the quality and price are comparable with other goods.
- 17. Buy Missouri Preference:** Contractors are encouraged to purchase commodities and tangible property manufactured, produced, or grown within the local area and in the 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, are comparable.
- 18. Method of Evaluation and Award:** The solicitation shall be awarded to the lowest, responsive, responsible bidder. The City reserves the right, in its sole discretion, 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.

The City may or may not award Alternate 1.

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.

- 19. Notice of Award:** Upon approval of the best bidder by the Board of Aldermen, the successful bidder will receive a Notice of Award listing supportive documentation that the bidder is required to submit, which includes but is not limited to the following:

- Agreement of Services (*sample included with this solicitation*)
- Affidavit of Participation in Federal Work Authorization Form (*sample included with this solicitation*)
- E-Verify Memorandum of Understanding (*showing electronic signatures of Contractor and Homeland Security*)
- Insurance
- Bonds, if required

- 20. Performance Bond (if installation is awarded):** If the Contractor's Bid is in excess of \$50,000.00, the Contractor shall also furnish within ten (10) days of notification of contract award a satisfactory Performance Bond in the full amount of the Bid based on the bid quantities listed on the Bid Proposal form. The Performance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guaranty period established in this City Contractor Agreement. The submitted Performance Bond shall be substantially in the form of the "Form of Performance Bond" included within the Bid Documents.

- 21. Payment Bond (if installation is awarded):** If the Contractor's Bid is in excess of \$50,000, the Contractor shall furnish within ten (10) days of notification of contract award a satisfactory Payment Bond in the full amount of the Contract Sum. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri. The submitted Payment Bond shall be substantially in the form of the "Form of Payment Bond" included within the Bid Documents.

- 22. Notice to Proceed:** Upon submittal and acceptance of all items as outlined in the Notice of Award, the successful bidder will receive Notice to Proceed and will be required to attend a Pre-Construction Meeting prior to beginning work.

## **SCOPE OF SERVICES SOLAR SHADE STRUCTURE PROJECT**

### **General**

1. The Contractor will be responsible for the supply of material and possible installation of a solar shade structure at the Splash Station Aquatic Center.

Work site location: 1141 Peine Road, Wentzville, MO 63385.

### **Job Specific Requirements**

1. **Material:** The Specifications below describe the Base Bid for the materials for the Solar Shade Structure. This section includes commercial prefabricated shade structures.
  - a. Submittals
    - i. Product Data: Manufacturer's descriptive literature for specified systems, including all components.
    - ii. Shop Drawings: Indicate layout heights and component connection details.
    - iii. Sealed complete Engineering Design including footings shall be certified and sealed by a professional Engineer registered in the State of Missouri.
    - iv. Samples for Verification: One set of color chips representing selected colors indicated.
      - Powder Coat Color: RAL 9003
      - Fabric Color: Bronze
    - v. Certificates/Manufacturer Qualifications: Minimum five (5) years of documented experience producing systems of the types specified in this section.
    - vi. Manufacturer's printed installation instructions for specified system, including each component.
    - vii. Provide manufacturers data verifying compliance of the knitted 100 percent HDPE membrane system.
  - b. Quality Assurance
    - i. Manufacturer Qualifications: Minimum five (5) years of documented experience producing systems of the type specified in this section.
  - c. Warranty
    - i. Warrant that the equipment sold will conform in kind and quality to the specifications listed and will be free of defects in workmanship or materials. Shade manufacturer shall further warrant the following:
      1. 10 year warranty on all upright posts and support structure frames against failure due to rust-through corrosion.
      2. 10 year warranty on all fabrics and stitching threads against degradation, cracking or material breakdown resulting from ultra-violet exposure.
  - d. Manufacturers
    - i. Basis-of-Design product: Subject to compliance with requirements, provide Solar Shade USA, LLC, HDPE 90 MPH shade Structure or functional equivalent.
  - e. General
    - i. All materials shall be structurally sound and appropriate for safe use.
    - ii. Fabrics used shall include UV-Stabilizers and fire retardants as required to meet performance and local building code requirements.

- f. Design
  - i. Styles: Square, Rectangle; Cantilever, Single Post Umbrella and custom shade sails.
  - ii. Size and height: The radius of the footing centerline for structure is 6.75'
  - iii. Engineering Data: Structures are engineered to meet or exceed the requirements of the International Building Code (IBC), and the following standard specifications:
    - 1. Wind Speed (Frame with Canopy): 90 miles per hour
    - 2. Live Load: 5 psf
    - 3. Snow load: None
- g. Weldments
  - i. All tubing members shall be factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
  - ii. After fabrication all welded areas shall be primed with zinc rich powder coat and oven cured in accordance with the powder coat manufacturer's specifications.
- h. Posts, Structural Frame Tubing and Hardware
  - i. All tubing used shall be cold-formed and milled per ASTM A 135 and ASTM A 500.
  - ii. Material testing shall be in accordance with ASTM E 8.
  - iii. Minimum yield shall be 40,000 psi with a minimum tensile strength of 45,000 psi on all posts.
  - iv. All pipe/tubing up to 5 inch O.D. shall be as manufactured with galvanizing process. Pipe sizes above 5 inch O.D. shall be primed with zinc powder coat, over cured and then final color powder coated.
  - v. All edges of tube, pipe, cleats and plate including all punched or drilled holes shall have a radius sufficient to allow powder coat to cover all exposed surfaces with a minimum of 2 mils fully cured powder coat. Full assemble must be accomplished without drilling after the components are powder coated.
  - vi. Finish: All steel components, other than stainless steel and hot dipped galvanized hardware, shall receive specified zinc powder coat primer and specified color finish powder coat.
  - vii. All fastening hardware shall be stainless steel or hot-dipped galvanized.
  - viii. Structure shall include an integrated dynamic tensioning system to tension and easily remove fabric.
  - ix. All connections shall be designed for assembly with standard hand tools.
- i. Polyester Powder-coating Process
  - i. The surface preparation shall be in accordance with the powder coat manufacturer's recommendations for the material being coated.
  - ii. Minimum dry film thickness for the zinc primer shall be 2 mils and for the finish color shall be 2 mils.
  - iii. The individual steel components shall be powder coated with the specified color and heat cured in a batch oven in accordance with the paint manufacturer's specifications.
  - iv. The powder coat finish shall be uniform and continuous with no voids or puddles and shall not be broken by scratches or nicks.
  - v. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Over Bake Resistance and Salt Spray Resistance.
  - vi. Color: Powder Coat Color is RAL 9003 from the RAL Coding System



- j. Shade Fabric
  - i. Knitted from 100 percent Virgin HDPE with Ultra Violet (U.V.) stabilizers and flame retardant as required by the applicable building codes.
  - ii. Physical Characteristics: The following indicated minimum physical properties of 100 percent HDPE membranes.
    - 1. Weight: 10 ounces/sq. yd.
    - 2. Breaking Strength (ASTM D5034):
      - a. Warp 179 lbs.
      - b. Weft 562 lbs.
    - 3. Bursting Strength (ASTM D3787): 475 lbs.
    - 4. UV Stability: 10 years
    - 5. Shade Effect: Angle of Incidence 90 to 97 percent
    - 6. Ultraviolet Block: Angle of Incidence 90 to 96 percent
  - iii. Colors: Fabric color is Bronze
  - iv. Fabric shall include a low-stretch, braided premium HDPE yachting rope. Steel cables in an edge pocket will not be permitted.
  - v. Fabric must be designed to be tensioned off the structural steel frame.
  - vi. Each structure will be provided with a storage bag for the fabric when it is removed by the owner.
- 1. **Installation:** The specifications below describe the Alternate Bid for the installation of the Solar Shade Structure.
  - a. General
    - i. Contactor will be responsible to verify all measurements.
    - ii. All work areas are to be kept clean, clear and free of debris at all times.
    - iii. Do not allow trash, waste, or debris to collect. These items shall be removed on a daily basis.
    - iv. All tools and unused materials must be collected at the end of each workday and stored properly and protected from exposure to the elements.
    - v. Dispose of or recycle all trash and excess material in a manner conforming to current regulations and laws.
    - vi. Clean and restore all damaged surfaces to their original condition.
    - vii. All work must be performed in a safe, professional manner, conforming to all federal, state and local codes.
  - b. Pre-installation meetings
    - i. A pre-installation meeting will be conducted at the project site.
  - c. Submittals
    - i. Manufacturer's certification that installer is approved.
    - ii. Installer Qualifications: Minimum three (3) years documented experience installing systems of the types specified in this section, and approved by manufacturer.
  - d. Weldments
    - i. Drilling or welding in the field shall not be permitted
  - e. Footings
    - i. Footings shall be designed and constructed to local building codes and good construction practices and shall meet the requirements of Division 3 Concrete Section 03300 Cast-In-Place Concrete.
    - ii. Columns shall be provided as direct embedment unless shown otherwise on the drawings.
    - iii. Reinforcing:

1. Reinforcing shall meet the requirements of Division 3 concrete Section 03300 Cast-In-place Concrete.
  2. All reinforcing shall be designed, detailed, fabricated, and placed in accordance with the City adopted International Building Code (IBC) 2012 edition, American Concrete Institute (ACI) 301, ACI 318 and Concrete Reinforcement Steel Institute (CRSI) Manual of Standard Practice.
- f. Execution/Execution
- i. Verify that project conditions are as indicated on shop drawings.
  - ii. Installer's examination
    1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
    2. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
    3. Beginning construction activities of this section indicates installer's acceptance of conditions.
- g. Preparation
- i. Ensure that adjacent surfaces, structures and finishes are protected from damage by construction activities of this section.
- h. Installation
- i. Install systems specified in accordance with shop drawings and manufacturer's installation instructions.
  - ii. Placing of concrete for post bases is specified in Division 3 Section 03300.
- i. Cleaning
- i. Remove dust or other foreign matter from component surfaces; clean finishes in accordance with manufacturer's instructions.
- j. Protection of Installed Products
- i. Ensure that finishes and structure of installed systems are not damaged by subsequent construction activities.
  - ii. In minor damage to finishes occurs, repair damage in accordance with manufacturer's recommendations; provide replacement components if repaired finishes are unacceptable to engineer.



## EXHIBIT A BID PROPOSAL

For: IFB #16-013 – Solar Shade Structure Project

To: Procurement Department  
City of Wentzville  
310 W. Pearce Blvd.  
Wentzville, MO 63385

Pursuant to and in compliance with your Invitation for Bid, the Information for Bidders, Contract Document and Specifications and other documents relating thereto, the undersigned Bidder hereby proposes and agrees/guarantees that:

1. They have visited and examined the project site(s) and have carefully examined the Contract Documents and Specifications and any and all Addenda, as indicated below.
2. If this Invitation for Bid is accepted, to furnish all tools, equipment, labor, materials, supplies, and services to construct the project in strict conformance with the Contract Documents and Specifications, within the time set forth therein, for the price indicated in this Exhibit A Bid Proposal). These prices are to cover all expenses incurred in performing the work required under the Agreement of Services, of which this Bid Proposal is a part.
3. If awarded the Contract for the above work, they will have a maximum of ten (10) calendar days; excluding holidays from the date of the Notice of Award letter to submit supportive documentation as outlined in the notification letter. Failure to complete the outlined requirements within such timeframe shall be subject to forfeiture of the subject contract.
4. Time is of the essence. The Contractor will commence construction of the work promptly upon receipt of the Notice to Proceed, after the Pre-Construction Meeting, and will complete the project without delay in accordance with the Contract Documents and Specifications.
5. If their Bid Proposal is accepted, **they will complete the said work by March 31, 2017 after receiving the Notice to Proceed**, and that should they fail to complete the work in the time specified or such additional time as may be allowed by the Engineer under the Contract, the amount of liquidated damages to be recovered shall per the Agreement of Services.
6. The Bid Proposal is firm for 90 days from the bid opening date.
7. Bidder understands and will comply with all terms and conditions of these Bid Documents, the Agreement of Services, and the Contract Documents and Specifications and any subsequent award or contract.

- 8.** Bid bond required if total bid price exceeds \$50,000.00: The bid bond (5% of bid amount) submitted with this Bid Proposal is from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.

**EXHIBIT A CONTINUED**

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

**Base Bid**

Total price for Solar Shade Structure Material: \$ \_\_\_\_\_

\_\_\_\_\_  
*Total written out*

**Alternate 1**

Total Price for installation only of Solar Shade Structure: \$ \_\_\_\_\_

\_\_\_\_\_  
*Total written out*

Indicate below all Addenda received on which the above Invitation for Bid is based

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The Contractor understands and agrees that by signing the Invitation for Bid the Bidder is certifying that Contractor employs only personnel authorized to work in the United States in accordance with applicable federal and state laws. This certification applies to State of Missouri Immigration Alien Laws and statutes required local government(s) to have proof of a person's lawful presence within the United States before distributing "Public Benefits" (contracts, purchase orders, etc.) to that Bidder.

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

Indicate whether ( ) Individual; ( ) Partnership; ( ) Corporation,  
Incorporated in the State of \_\_\_\_\_.

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

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Attach Corporate Seal, if Applicable

Enclosure with your bid: Exhibit A – Bid Proposal Form  
Exhibit B – Project Reference Form  
Exhibit C - Non-Collusive Affidavit  
Bid Security of 5% of Bid Amount if Base Bid Amount exceeds \$50,000  
Required Submittals

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

**EXHIBIT B  
REFERENCES**

Bidder shall provide with their bid submission, at least three references of current clients of similar structures (within the past three years). Failure to provide references may be cause for rejection of bid.

Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Type of service provided: \_\_\_\_\_

Dates/year(s) service was provided: \_\_\_\_\_

Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Type of service provided: \_\_\_\_\_

Dates/year(s) service was provided: \_\_\_\_\_

Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Type of service provided: \_\_\_\_\_

Dates/year(s) service was provided: \_\_\_\_\_



**EXHIBIT C**  
**AFFIDAVIT OF NON-COLLUSION (PRIME BIDDER)**

State of \_\_\_\_\_ )  
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 Invitation for Bid 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  
**AGREEMENT OF SERVICES**  
**#16-013**  
**SOLAR SHADE STRUCTURE PROJECT**

This AGREEMENT OF SERVICES (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 Invitation for Bid #16-013 of the City requesting bid Bids for Solar Shade Structure Project, the Contractor has submitted a certain bid in accordance with the Bid 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) Invitation for Bid #16-013 including, without limitation:
  - 1. Invitation for Bids
  - 2. Scope of Services
  - 3. Bid and Bid Proposal-Exhibit A (submitted by Contractor)
  - 4. Project Reference Form – Exhibit B
  - 5. Affidavit of Non-Collusion – Exhibit C
  - 6. E-Verify Memorandum of Understanding with Electronic Signatures
  - 7. Affidavit of Participation in Federal Work Authorization Program Form
  - 8. Agreement of Services (executed by City and Contractor)
  - 9. General Conditions
  - 10. Supporting Documentation of Submittals
  - 11. Notice of Award (issued by City)
  - 12. Notice to Proceed (issued by City)

and shall also include any exhibits to the above documents, any addenda issued prior to receipt of 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. **Payment:** Contractor shall be paid per the amount quoted on the Bid Proposal Form Exhibit A. The Contractor 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 services as shown on the Bid Proposal Form Exhibit A.
3. **The Work/Contract Sum.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract Sum is \$\_\_\_\_\_, which shall include all compensation to Contractor due for the Work, which shall include all such work within the Base Bid and additionally all such Work within selected Alternate Bids. Any additional Work not within the Base Bid and Alternate Bids that is hereinafter approved by the City in writing shall be incorporated into the contract pursuant to a Change Order.
4. **Time of Completion:** Contractor shall commence work under this Agreement within five (5) days of receipt of written notice from the City to proceed and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.
5. **Guaranty:** The Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of Final Acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents. Whenever notified by the City that said repairs or replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such repairs or replacements within five (5) days after receipt of written notice, the City may use (and the Contractor agrees and consents to such use) the Maintenance Bond, according to the terms thereof, to make any necessary repairs or replacements to any portion of the Work. Upon expiration of the one (1) year guaranty period, the City shall release the Maintenance Bond, less any amounts reasonably necessary to remedy any of the Contractor's performance and/or maintenance obligations under this Agreement that may still be outstanding at the time of expiration of the guaranty period.
6. **Payment Bond:** If the Contractor's Bid is in excess of \$50,000, the Contractor shall furnish within ten (10) calendar days of notification of contract award a satisfactory Payment Bond in the full amount of the Contract Sum. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri. The submitted Payment Bond shall be substantially in the form of the "Form of Payment Bond" included within the Bid Documents.

7. **Performance Bond:** If the Contractor’s Bid is in excess of \$50,000, the Contractor shall furnish within ten (10) calendar days of notification of contract award a satisfactory Performance Bond in the full amount of the Bid based on the bid quantities listed on the Bid Proposal form. The Performance Bond furnished shall guarantee the faithful performance of this Contract. The submitted Performance Bond shall be substantially in the form of the “Form of Performance Bond” included within the Bid Documents.
  
8. **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.
  
9. **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, 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. The Contractor shall also provide a policy of Builder’s Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear.

Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverage’s required by this paragraph. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, on a primary and non-contributory basis, and 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 10 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

10. **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 suit, 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 money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors 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 to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. **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.
12. **Liquidated Damages:** The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the project becoming Available for Use, in Project Closeout, and in Final Acceptance will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work and/or receive Final Acceptance within the times stipulated in this Agreement, or within such extensions of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **One Hundred Dollars (\$100.00)** for each calendar day that the Work and Final Closeout documents including Maintenance Bond and Final Lien waivers from all subcontractors, remain incomplete after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Agreement.
13. **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.

14. **Compliance with Federal, State and Local Law:** The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.
15. **Prevailing Wage:** The Contractor shall be required to comply with all applicable provisions concerning the payment of prevailing wages on public works projects, as provided in the General Conditions. A copy of the applicable Annual Wage Order and Incremental Increases for each occupational title required under this project is included in the Bid Documents and shall be included in the Contract Documents.
16. **Required OSHA Training:** Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

17. **Taxes:** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.
18. **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.

19. **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.
20. **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.
21. **Compliance with State Immigration Statutes.** As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the 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.
22. **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.
23. **Headings:** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
24. **Representations.** 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.
25. **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.
26. **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.

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

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**CITY OF WENTZVILLE, MISSOURI**

\_\_\_\_\_  
Nickolas Guccione, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



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

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

**Attach Electronic Signature Page**



