



City of Wentzville
Kimberly Butts, Director of Procurement
310 West Pearce Boulevard
Wentzville, Missouri 63385
(636) 639-2005

Invitation for Bids

IFB #16-555

INTERIOR DOOR IMPROVEMENT PROJECT AT PROGRESS PARK

Date Bid Issued: November 1, 2016

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BID NOTICE
IFB #16-555

November 1, 2016

The City of Wentzville (the "City") is requesting sealed bids from qualified contractors for:
Interior Door Improvement Project at Progress Park

The Interior Door Improvement Project at Progress Park ("Project") shall consist of removing certain existing interior doors and frames and supplying and installing new doors and frames per these specifications.

PRE-BID MEETING:

A non-mandatory Pre-Bid Meeting will be held at 968 Meyer Road, Wentzville, MO 63385 at 10:00 am on November 9, 2016.

Sealed bids will be accepted by the City of Wentzville Procurement Department, City Hall, 310 W. Pearce Blvd, Wentzville, MO 63385 until 2:00 pm (local time) on November 17, 2016. Bids will be opened and read aloud.

Bid documents and plans are available on the City's Bid Opportunities website http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php. You will be required to create a free log-in with Vendor Registry in order to download the bid documents and plans.

All questions regarding this project shall be submitted to Jill Schmitz, Procurement Specialist at Jill.Schmitz@Wentzvillemo.org and be in writing by November 10, 2016.

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.

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.

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.

City of Wentzville
Kimberly Butts, CPPO, CPSM
Director of Procurement

INFORMATION FOR BIDDERS

1. **Background and Funding:** The Interior Door Improvement Project at Progress Park (“Project”) shall consist of removing certain existing interior doors and frames and supplying and installing new doors and frames.

This project is fully funded through City of Wentzville funding.

2. **Questions and Addendums:** All questions must be submitted in writing via email to Jill Schmitz, Procurement Specialist at 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 bid by the City.

Addendums will be posted on the City’s website at: 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.

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).

3. **Sealed Bids Required:** No type of electronic submittal (fax, email, etc.) of bids will be accepted. The sealed envelope shall be clearly marked with the IFB number and title, and Bidder Name on the outside of envelope.
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 publicly opened and read aloud on the date and time and at the location indicated. The Bidder is solely responsible for insuring its bid is received at the time, date, and location specified. The bid opening is public and anyone may attend.
6. **Examination of Bid/Contract Documents and Site of Work:** The Bidder is expected to carefully examine 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. Differing site conditions from the bid documents may not be used for justification of a change order.

7. **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 the City.
8. **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 execution of the work.
9. **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 price(s) for this project. The contractor shall follow the regulations as outlined in Section 144.062 RSMo Construction Materials Exemption Allowed.
10. **Prevailing Wage:** The successful Bidder shall be required to comply in all respects with State Wage Rates, including applicable statutory provisions concerning payment of prevailing wages on public works projects, Sections 290.210 through 290.340 RSMo 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 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.

11. **OSHA Required Training:** Pursuant to Section 292.675 RSMo, Contractor shall require all on-site employees to complete the ten-hour training program as required under Section 292.675 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 Section 292.675 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.
12. **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.

13. References: The City may request references from any bidder.

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

The responsibility of the bidder shall be determined by the City based on, but not limited to, whether the bidder is capable of meeting all of the requirements of the solicitation and subsequent contract; possesses full capability, including financial and technical, to perform as contractually required; and the quality and performance of previous contracts or services.

15. Notice of Intent to Award: The successful bidder will receive a Notice of Intent to Award listing documentation that the bidder is required to submit, which includes but is not limited to the following:

- City-Contractor Agreement (*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

16. Performance Bond: 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 Pricing 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.

17. Payment Bond: 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.

18. Bond Premiums: The premiums on all the bonds shall be paid by the Contractor.

19. 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.

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

SCOPE OF SERVICES

General

1. The Contractor will be responsible for removing and disposing of certain existing interior doors and frames and supplying and installing new doors and frames per these specifications.

Work site location: 968 Meyer Road, Wentzville, MO 63385.

2. Contactor will be responsible to verify all measurements.
3. All work areas are to be kept clean, clear and free of debris at all times.
4. Do not allow trash, waste, or debris to collect. These items shall be removed on a daily basis.
5. All tools and unused materials must be collected at the end of each workday and stored properly and protected from exposure to the elements.
6. Dispose of or recycle all trash and excess material in a manner conforming to current regulations and laws.
7. Clean and restore all damaged surfaces to their original condition.
8. All work must be performed in a safe, professional manner, conforming to all federal, state and local codes.
9. All new frames shall be metal and primed
10. All new doors shall be solid Birchwood slab with 90 minute fire rating and full view tempered glass Pyran F rated.
11. All new doors shall be stained to match the current Birchwood doors.
12. Key pads shall be single sided, 10-key, with ADA compliant Lever.
13. All cylinders shall be keyed to match existing interior doors.

Job Specific Requirements

The Specifications below describe the Base Bid for the removal and replacement of the doors and door frames for the Project.

Base Bid: The Base Bid describes the work to be performed to replace four interior doors.

Door 1 – Interior Office Door

1. Remove and dispose of current door and frame.
2. Install new metal frame. Frame shall be primed.
3. Install new solid Birchwood Slab door with 90 minute fire rating and full view tempered glass with Pyran D rating.
4. Door shall have self-closing hinges.
5. Door shall have single-sided, 10-key programmable keypad with double sided ADA compliant lever-latching door handle.

Door 2 – Gym Office Door

1. Remove and dispose of current door and frame.
2. Install new metal frame. Frame shall be primed.
3. Install new solid Birchwood Slab door with 90 minute fire rating and half view tempered glass with Pyran D rating.
4. Door shall have self-closing hinges.
5. Door shall have single-sided, 10-key programmable keypad with double sided ADA compliant lever-latching door handle.

Door 3 – Gym Stair Door

1. Remove and dispose of current door and frame.
2. Install new metal frame. Frame shall be primed.
6. Install new solid Birchwood Slab door with 90 minute fire rating and half view tempered glass with Pyran D rating.
3. Door shall have self-closing hinges.
4. Door shall have single-sided, 10-key programmable keypad with double sided ADA compliant lever-latching door handle.

Door 4 – Server Closet Door

1. Remove and dispose of current door and frame.
2. Install new metal frame. Frame shall be primed.
7. Install new solid Birchwood Slab door with 90 minute fire rating.
8. Door shall have self-closing hinges.
3. Door shall have single-sided, 10-key programmable keypad with double sided ADA compliant lever-latching door handle.

Alternate 1

Door 5 – Janitorial Closet Door

1. Remove and dispose of current door.
2. Install new solid Birchwood Slab door with 90 minute fire rating
3. Door shall have self-closing hinges.
4. Door shall have single-sided, 10-key programmable keypad with double sided ADA compliant lever-latching door handle.

Alternate 2

Door 6 – Camp Office Door

1. Remove and dispose of current door.
2. Install new solid Birchwood Slab door with 90 minute fire rating and half view tempered glass with Pyran D rating.
3. Door shall have self-closing hinges.
4. Door shall have double sided ADA lever latching door handle.

Alternate 3

Door 7 – Conference Room Door

1. Remove and dispose of current door.
2. Install new solid Birchwood Slab door with 90 minute fire rating and half view tempered glass with Pyran D rating.
3. Door shall have self-closing hinges.
4. Door shall have double sided ADA lever latching door handle.

Alternate 4

Proximity Card

1. Add Proximity Card to Key Pad Lock for future Use on each door in the Base Bid.



EXHIBIT A PRICING FORM

For: IFB #16-555 – Interior Door Improvements at Progress Park

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. Contractor is responsible for all field measurements.
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 Pricing Form). These prices are to cover all expenses incurred in performing the work required under the Agreement of Services, of which this Pricing Form 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 Intent to 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 after receiving the City issued Notice to Proceed, after the Pre-Construction Meeting, and will complete the project in 10 business days without delay in accordance with the Contract Documents and Specifications.
5. If their Bid Proposal is accepted, they will complete the said work in 10 business days 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 Parks Superintendent under the Contract, the amount of liquidated damages to be recovered shall per the Agreement of Services.
6. The Bid 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 City-Contractor Agreement, 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 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.

Bidder Name: _____

Exhibit A - Pricing Form (Continued)
Interior Door Improvements at Progress Park – IFB #16-555

These prices are to cover all expenses incurred in performing the work required under the Agreement of Services, of which this Pricing Form is a part.

In case of mathematical error in price extension(s), unit pricing shall govern.

Bid will be awarded to the lowest, responsive, responsible bidder of the base bid and any alternate the City selects. The City may or may not award alternates.

BASE BID

Door 1 – Interior Office Door	\$ _____
Door 2 – Gym Office Door	\$ _____
Door 3 – Gym Stair Door	\$ _____
Door 4 – Server Closet Door	\$ _____
Total Base Bid – Door 1, 2, 3 and 4	\$ _____

Total Base bid written out

Alternate 1 (add), Door 5 – Janitorial Closet Door \$ _____

Total Alternate 1 bid written out

Alternate 2 (add), Door 6 – Camp Office Door \$ _____

Total Alternate 2 bid written out

Alternate 3 (add), Door 7 – Conference Room Door \$ _____

Total Alternate 3 bid written out

Alternate 4 (add), Add Optional Proximity Card to Key Pad Entry for future Use for Door 1 through Door 4 in the Base Bid

Unit Price \$ _____ Extended Price Alternate 4 \$ _____

Total Alternate 4 written out

ATTACH SPECIFICATION SHEETS AND WARRANTY INFORMATION TO BID

Bidder Name: _____

Exhibit A - Pricing Form (Continued)

Indicate below all Addenda received on which your 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.

Legal Company Name: _____

Indicate whether () Individual; () Partnership; () Corporation, () LLC
Incorporated in the State of _____.

Authorized Signature: _____

Name (Printed): _____

Title: _____

Business Address: _____

City: _____

State: _____ Zip: _____

Telephone No: _____ Fax No: _____

State Charter #: _____

Email address: _____

ATTEST: _____
Title Dated

Attach Corporate Seal, if Applicable

Enclosures: Exhibit A –Pricing Form
Exhibit B – Subcontractor Form
Exhibit C - Non-Collusive Affidavit
Bid Security of 5% of Bid Amount if Bid Amount exceeds \$50,000

Bidder Name: _____

**EXHIBIT B
SUBCONTRACTOR FORM**

This form must be completed and be returned with sealed bid. If you do not plan to use subcontractors, indicate below and return this form with your bid.

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

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



**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 #16-555
CITY - CONTRACTOR AGREEMENT
INTERIOR DOOR IMPROVEMENTS AT PROGRESS PARK

This CITY-CONTRACTOR 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 Invitation for Bid #16-555 for Interior Door Improvements at Progress Park, 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 #16-555 including, without limitation:
 - a. Invitation for Bids
 - b. Any addendums issued to the bid
 - c. Bid and Pricing Form-Exhibit A (submitted by Contractor)
 - d. Subcontractor Form – Exhibit B
 - e. Affidavit of Non-Collusion-Exhibit C
 - f. E-Verify Memorandum of Understanding with Electronic Signatures
 - g. Affidavit of Participation in Federal Work Authorization Program Form
 - h. Certificate of Insurance (submitted by contractor)
 - i. City-Contractor Agreement (executed by City and Contractor)
 - j. Terms and Conditions
 - k. General Conditions
 - l. Notice of Award (issued by City)
 - m. 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).

2. **Coordination of Contract Documents:** The Contract Documents are intended to be complimentary and to describe and provide for a complete Work. In case of conflict or inconsistency among the Contract Documents, the governing ranking will be:
 - a. Scope of Services
 - b. Exhibit A Pricing Sheet, Bid Items and/or Quantities

In case of conflict or inconsistency, calculated dimensions will govern over scaled dimensions. In the instance when any provision(s) of the Contract Documents not explicitly listed above conflict, the provision(s) most advantageous to the City shall govern.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the Contract Documents. If an error or omission is discovered, the Engineer shall be notified promptly and prior to commencement of work related to said error or omission so corrections and interpretations necessary to fulfill the intent of the Contract can be made. A failure to give notice prior to commencement of work related to said error or omission shall render the effects of any error or omission non-compensable and any delay non-excusable.

3. **Payment:** Contractor shall be paid for the quantities placed per the amount quoted on the Pricing Form Exhibit A. The Contractor shall submit all invoices complete with necessary support documentation to the City and the 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 Pricing Form Exhibit A. Payment Terms: net 30 days. Remit Address is Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.
4. **Prompt Payment:** All public works contracts shall provide for prompt payment by the City to the Contractor (as well as prompt payment by the Contractor to the subcontractor and material supplier) unless contrary to any federal funding requirements, per RSMo 34.057.
5. **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 \$City will insert dollar amount after award (and spell out dollar amount), 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.
6. **Time of Completion:** Contractor shall commence work under this Agreement as specified in the Notice 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.
7. **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.

8. **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 Pricing Form. The Performance Bond furnished shall guarantee the faithful performance of this Contract.

9. **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.

10. **Maintenance Bond:** Upon Final Acceptance the Contractor shall furnish a satisfactory Maintenance Bond in the amount of 10% of the final Contract Sum after any and all Change Orders and/or formal amendments. The Maintenance Bond shall be in full force for a one (1) year guarantee period from the date of Final Acceptance. The submitted Maintenance Bond shall be substantially in the form of the "Form of Maintenance Bond" included within the Bid Documents.

11. **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.

12. **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 12, and as further provided in the Terms and Conditions, and General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 RSMo 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
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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.

Builder's Risk required for this Project: Yes _____ No X

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 11. 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 12 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

- 13. 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.

14. **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.
15. **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.. 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.
16. **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.
17. **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.
18. **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 the Contract Documents.
19. **OSHA Required Training:** Pursuant to Section 292.675 RSMo, Contractor shall require all on-site employees to complete the ten-hour training program as required under Section 292.675 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 Section 292.675 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 Section 292.675 RSMo and such penalties shall be forfeited to the City pursuant to such Section. Penalties for non-compliance include contractor forfeiture to the City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo. 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 RSMo.

20. **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.
21. **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.
22. **Amendment; Waiver:** The City may add, delete, or amend services. 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.
23. **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.
24. **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.
25. **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.

- 26. **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.
- 27. **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.
- 28. **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.
- 29. **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 agreement to be executed as of the day and year first above written.

CONTRACTOR

CITY OF WENTZVILLE, MISSOURI

Signature

David Gipson, City Administrator

Title

Address

City, State, Zip

Date

Date

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 Invitation for Bids, 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 Invitation for Bids, 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 Non-appropriation**"), 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.

Invitation for Bids. If the City issued an Invitation for Bids in connection with the Services, such Invitation for Bids and the bid 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 Invitation for Bids and the executed City-Contractor Agreement or bid of the Contractor, the requirements of the City's Invitation for Bids and this executed City-Contractor 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 bid 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 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 RSMo.

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

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

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

Presented as example; not required with bid

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____ as _____ first being duly sworn, on my
(Name) (office held)
oath, affirm _____ is enrolled and will continue to participate in a
(company name)
Federal 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 knowingly
(company name)
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