



CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

**NOTICE TO BIDDERS – ADVERTISEMENT FOR BIDS
CITY OF PARKVILLE, MISSOURI**

Released: June 1, 2016

Bids Due: Thursday, June 23, 2016

The City of Parkville, Missouri is seeking sealed bids for the following:

**ELECTRICAL SERVICE MODIFICATIONS PARK MAINTENANCE/PUMP STATION BUILDING
ENGLISH LANDING PARK, PARKVILLE, MISSOURI**

Sealed bids will be received by the City of Parkville Missouri, 8880 Clark Avenue, Parkville, MO 64152 Attn: Alysen Abel, Public Works Director, until 10:00 a.m. on Thursday, June 23, 2016. Deliveries shall be made to City Hall in a sealed envelope that is clearly marked on the exterior in noticeable type and font as "BID PROPOSAL – PARKS HEADQUARTERS ELECTRICAL." Bids will be publicly opened and read aloud at approximately 10:05 a.m. in the Public Works Conference Room of City Hall.

The bid request is for electrical system renovations at the Parks Headquarters and McAfee Pump Station Building located in English Landing Park.

Each bid must contain the Bid Form included with the bid documents. Each bid must indicate that the bid is based upon completing the work according to the timeline, specifications, terms and conditions as set forth in the bid documents. Bids shall remain valid for 30 days.

A sample copy of the City's "SMALL CONSTRUCTION SERVICES AGREEMENT FOR NEW CONSTRUCTION PROJECT between City of Parkville and Contractor" is attached hereto and made a part of the bid documents. **Notice: this is a prevailing wage project.** See Paragraph XI of the Agreement for details. Successful bidder will be asked to sign an Agreement similar to the attached once scope of work and prices are confirmed.

There is no scheduled pre-bidding conference for this project. Questions concerning this bid may be directed to:

Alysen Abel

Public Works Director

816-741-7676

abel@parkvillemo.gov

Electrical design is provided in plan sheet E-1 dated 3/15/16, attached at the end of this bid document. Specifications are included on the plan sheet.

Since this is a City project, permit fees will be waived.

The Contractor must possess a current City of Parkville business license prior to commencement of work.

It is anticipated that all work will be completed no more than 45 days following the “notice to proceed”.

The City is not responsible for any expenses incurred by a contractor in obtaining the information needed to submit a bid. The City does not guarantee the award of this bid in spite of cost incurred.

This is a prevailing wage job. Missouri Division of Labor Standards Annual Wage Order No. 23 is currently in effect and is made part of this bidding requirement. A copy of this order is attached.

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, to re-advertise for Bids, and to negotiate with the lowest responsive, responsible bidder. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or has a record of poor performance with the City, other municipalities, or other clients or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.

The City reserves the right to apply a local preference in awarding the contract. The City of Parkville Purchasing Policy (as adopted by Resolution No. 10-20-14) states the City’s intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City.

INSTRUCTIONS TO BIDDERS

IMPORTANT: Please read all bid package documents carefully. Forms contained herein cover terms on legal requirements, including Prevailing Wages; Employment Eligibility verification; OSHA training certification; and surety bonds. If selected by the City, a contractor will not be excused from any contractual requirement due to failure to fully read all forms and appreciate their scope.

IB-1. BIDS: All bids shall be made on the forms provided in this bound volume of Contract Documents and shall be in compliance with these Instructions to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. If a Bid Bond is used, it must be properly executed by the Contractor and its surety shall be submitted simultaneously. Each bid must be enclosed in a sealed envelope plainly marked "BID PROPOSAL PARKS HEADQUARTERS ELECTRICAL" – As per Notice to Bidders, bids shall be addressed to:

CITY OF PARKVILLE, MISSOURI
Attention: Alysén Abel, Public Works Director
City Hall
8880 Clark Avenue
Parkville, MO 64152

Bids must be complete; legible; contain no qualifications or exceptions; and received at the place and by the time designated in the Notice to Bidders. The burden is on the Bidder to comply with all such requirements, and the failure of any Bidder to abide by the City's requirements for submission of bids shall be grounds for rejection of the Bid in the sole discretion of the City.

IB-2. DEFINITIONS:

- a. An Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- b. An Addendum is a document issued by the City after initial issuance of the Notice to Bidders and Bidding Documents, which contains additional or different information pertinent to the Project to be awarded.
- c. The Base Bid is the sum stated in the Bid for which the bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- d. A Bid is a complete and properly signed proposal to do the Work or designated portion of thereof for the price stipulated therein, submitted in accordance with the Bidding Documents.
- e. A Bidder is a person or entity who submits a Bid.
- f. Bidding Documents include the Notice to Bidders, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the Work consist of the items enumerated in the General Conditions of the Contract for Construction. All definitions set forth in the General Conditions or in other Contract Documents are applicable to the Bidding Documents.

- g. A Bid Form will be included in the Bidding Documents, and Bidders are required to fill it out as instructed in the Bidding Documents.
- h. Contractor shall be the Bidder that the City has determined and declared to be the successful Bidder and which has, following such determination and declaration, thereafter executed a Contract for construction with the City to perform the Work described therein.
- i. Notice of Award shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract.
- j. Notice to Bidders shall mean the document issued by the City inviting bids, advising bidders of where Bidding Documents are available; the cost, if any, for obtaining Bidding Documents; the time and place of Bid submission and Bid opening;
- k. The Site is the physical location where the Project work will be constructed.
- l. Successful Bidder is the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in the conformity with the terms of the Bidding Documents.
- m. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents

IB-3 BIDDER'S REPRESENTATIONS: Each Bidder by making a Bid represents that:

- a. Bidder has read and understands the Bidding Documents and his bid is made in accordance therewith.
- b. Bidder has visited the proposed Site, has familiarized itself with the weather, traffic and site conditions under which the Work is to be performed, has reviewed all published reports, inspections and other documents relating to the Project made available by the City to Bidders, and has correlated its observations with the requirements of the proposed Contract Documents.
- c. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents, except such substitutions approved by the Public Works Director through issuance of Addenda.
- d. Bidder has familiarized itself with the state, federal and local ordinances and regulations, which may affect cost, progress or performance of the Work.
- e. Bidder will execute the Contract and be bound to all the Contract Documents upon its selection by the City.

IB-4 BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents from the City in the number and for the sum stated in the Notice to Bidders.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the Public Works Director assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

IB-5 BID FORM

- a. Prospective Bidders are furnished one copy of the Bidding Documents and one set of the Contract Drawings and one copy of the Bid form. The unbound set of Bid Form shall be filled out as set forth herein and submitted with the Bid Security and other documents as noted in these instructions. The bound Bidding Documents shall not, for any reason, be unbound. If the Bid Form or any of the Bid Form attachments are modified by Addendum, revised forms will be issued, in which case Bids shall be submitted on the latest revisions of the forms issued. No alteration whatsoever shall be made in the printed Bid Form, and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form. If alterations or changes are made to the printed Bid Form, or if unrequested alternatives are written in, or if conditions are written into the Bid as submitted, the Bid may be considered as nonresponsive and may not be considered for award of a contract.
- b. Bids shall be submitted on the Bid Form provided with the Bidding Documents. All blank spaces shall be properly and legibly filled in with ink or typed. A base bid manufacturer must be indicated for each item of material and equipment listed in the Bid Form. Where material and equipment manufacturers are named in the Specifications, the base bid must indicate one of the named manufacturers. If the Bidder wishes to propose a substitute equipment manufacturer for the equipment items listed, Bidder shall make written application to Engineer, subject to the deadline and conditions set forth in these Instructions to Bidders.
- c. Bids by individuals shall be signed by the person making such Bid or the Bid must have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed. The business address and telephone number of the individual shall also be provided.
- d. Bids by corporations shall be executed by the legal corporate name thereof, and the signature of the president or other authorized officer (accompanied by evidence of authority to sign) manually written below the corporate name and the attesting signature of the secretary or the assistant secretary of the corporation. The corporate address and state of incorporation shall be provided.
- e. Bids by partnerships must be signed in the true name of the partnership, and the signature of the partner or partners authorized to sign (accompanied by evidence of authority to sign) shall be manually written below the partnership name. The official address of the partnership must also be provided.
- f. The names of all persons signing must also be legibly printed in ink below the signature.
- g. The Bid shall contain an acknowledgment of receipt of Addenda, in accordance with these Instructions to Bidders.
- h. The address and telephone number for communications regarding the Bid must be shown.
- i. The Bidder's Contractors' Licenses as required by state statutes and local ordinances, codes and regulations, shall be typed or printed in ink, when applicable, on the Bid Form, where indicated.
- j. Bidders shall submit the required information on any additional forms provided as part of the Bidding requirements. All blank spaces shall be properly filled in ink or typed, in accordance with the requirements of these Instructions to Bidders and each form.
- k. Oral, telephone, fax, or telegraph Bids are invalid and will not receive consideration.
- l. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

- m. The bid time will be monitored by the clock in the City Clerk's Office. Inaccuracy of City's clock to other time measurement entities will not excuse late arrival of bids.
- n. The following items are to be included with each Bid. This list is included to aid the Bidder in submitting a complete and responsive Bid. It cannot be relied on to include all items necessary to insure a responsive Bid. The Bidder is solely responsible for including all items required by the Bidding Documents, including any items required by Addenda, which may not be included in the below list:
 1. ***The completed Bid Form.***
 2. ***Acknowledgment of Receipt of Addenda (the number and date of which shall be filled in on the Bid Form).***
 3. ***Satisfactory evidence of authority of the person signing on behalf of the individual, firms, partnership or corporation shall be attached to the Bid Form.***
 4. ***Bid Security, if required, or Bid Bond with Power of Attorney attached to the Bid Bond.***
 5. ***Contractor's license or certificate numbers shall be filled in on the Bid Form.***
 6. ***List of Subcontractors, as set forth above***
 7. ***Evidence that the Bidder is properly qualified to do business in the state of Missouri and in the county of Platte.***
 8. ***The name, address, and telephone to which communications regarding the Bid are to be directed shall be written on the outside of the Bid envelope and filled in on the Bid Form.***
 9. ***Required certifications.***
 10. ***Required evidence of domicile as explained below.***

IB-6 DEFECTS IN BIDDING/ CONTRACT DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents of the site and local conditions .

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request, which shall reach the Public Works Director at least seven days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

As noted in the General Conditions, Bidders will not be permitted to take advantage of any such defect.

IB-7 SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to execution of the Contract, unless written request for approval has been received by the Public Works Director at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The proposed substitute shall meet all the same criteria as is set out in the Contract Documents for substitutions after award of the Contract, and the burden of proof of the merit of the proposed substitute is upon the Bidder. The Public Works Director's decision of approval or disapproval of a proposed substitution shall be final.

If the Public Works Director approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

- IB-8 ADDENDA: We will post written addenda on the City Website and with the KC Blueprint Plan room. Copies of the written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four days prior to the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting his Bid that he has received all written addenda issued, and **it shall acknowledge its receipt in its Bid**. Failure to acknowledge all Addenda could result in rejection of bids.

- IB-9 INSURANCE: Bidders are referred to **Exhibit K** to the Contract which sets for the insurance requirements.

- IB-10 BID SECURITY: Each Bid shall be accompanied by a bid bond issued by a corporate surety qualified to do business in the State of Missouri, accompanied by a certified copy of a Power of Attorney attesting to his or her authority to sign Bonds and conduct business in the State of Missouri, or a certified cashier's check on an acceptable bank, made payable, without condition, to the City in an amount of not less than five percent (5%) of the total Bid. In addition to other legal remedies, the amount of said Bid is accepted and the successful Bidder fails to enter into a Contract in the form prescribed, and submit insurance documents and Performance and Statutory Payment Bonds (if required for the project) within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security.

The Bid Security of a Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award, and the Bid Security of that Bidder shall be forfeited to the City. Should the City be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay City's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the sixtieth (60th) day after Bid opening or seven (7) days after the Effective Date of the Contract, whereupon Bid Security furnished by such Bidders will be returned. Bid security of other Bidders will be returned approximately seven (7) consecutive calendar days after the Bid opening.

- IB-11 TAXES: It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. The Contractor shall, in preparing its Bid, omit from its computed costs all sales and compensation taxes.

- IB-12 LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to assess against the Contractor as liquidated damages, fixed and agreed to in advance, in the amount stated in the Contract for each of the 24-hour calendar day, including Sundays and holidays. The daily rate for Liquidated Damages for this project is \$100.00.

IB-13 MODIFICATIONS OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days after the date set for the opening thereof.

IB-14 OPENING OF BIDS: All Bids received within the announced closing time for the receipt of Bids stipulated in the Advertisement for Bids will be opened publicly. Bids will be read aloud and a tabulation of the applicable Total Bid Price and major alternates (if any) will be made available to Bidders within a reasonable time after the opening of Bids. Any Bid received after the announced closing time may be returned unopened. Any uncertainties as to whether a Bid was submitted in time will be resolved at the City's sole discretion.

IB- 15 AWARD OF CONTRACT

- a. **To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, to re-advertise for Bids, and to negotiate with the lowest responsive, responsible bidder. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or has a record of poor performance with the City, other municipalities, or other clients or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.**
- b. A Bid will be considered responsive if it conforms in all respects with the requirements of the Bidding Documents. In order to be considered responsive, a Bid shall: (a) be completed, signed and be responsive in all respects to the Bidding Requirements; (b) be made on the Bid Forms provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements; and (c) include all additional documents provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements.
- c. In order to be considered responsible, a Bidder must establish to the complete satisfaction of the City, as a minimum, that he has: (a) adequate financial resources to meet his contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) evidence of the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conform to all conditions contained in these Bidding documents; (e) and his proposed Subcontractors, Suppliers or other persons or organizations hold valid State, county and local licenses or certificates covering all operations or specialty trades and areas of political jurisdiction involved in the Work; (f) has conformed to the pre-award Qualification Submittals requirement outlined in these Instructions to Bidders, if applicable, and (g) does not have a documented record of past projects resulting in arbitration or litigation in which he was found to be at fault. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
- d. Upon request by the City, after the Bid Opening, a Bidder will furnish evidence of the above, including the requirements set forth herein for relevant project experience.
- e. Discrepancies on the Bid Form between words (if required) and figures shall be resolved so that the written words shall be binding on that Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved so that the correct sum shall be binding on that Bidder. Discrepancies in the multiplication of unit prices times the indicated units of Work will be resolved so that the proposed unit prices shall be binding on the Bidder. Discrepancies between a stipulated price and that indicated shall be resolved so that the stipulated allowance, or "no more than" or "no less than" price, shall be binding on that Bidder.

- f. In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- g. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to do the Work in accordance with the Contract Documents, to the City's satisfaction, and within the prescribed Contract Time. The City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the City's satisfaction.
- h. If the Contract for the Work is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder pursuant to the requirements of the Bidding Documents, as determined by the City's evaluation of the corresponding Bid Form. In order to be considered the lowest Bidder, that Bidder will have provided the lowest Total Bid Price, in accordance with all applicable Bidding Requirements, and as determined by the City's and the Public Works Director's evaluation of the corresponding Bid Form.
- i. If a Contract is to be awarded, the Bidder will be given a Notice of Award within the time set forth in Article 15.0 of these Instructions to Bidders.
- j. Payment and Performance Bonds are not required for this Project.

IB- 16 AWARD OF CONTRACT

The City reserves the right to apply a local preference in awarding the contract. The City of Parkville Purchasing Policy (as adopted by Resolution No. 10-02-14) states the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City.

IB-17 EXECUTION OF THE CONTRACT

- a. The Notice of Award will establish the Contract Price and establish the adjustment unit price if accepted by the City at the City's sole discretion. A Notice of Award to a Successful Bidder will be accompanied by four (4) copies of unsigned counterparts of the corresponding Contract with all other written Contract Documents attached. The successful Bidder (Contractor) shall execute the Contract, insert copies of required bonds and power of attorney, and submit all copies to the City Clerk along with insurance certificates and Additional Insured and Notice of Cancellation Endorsements, within fifteen (15) days from the receipt of Notice of Award. The date of contract on the Contract and Bond forms shall be left blank for filling in by the City.
- b. The City shall execute all copies, insert the effective date on the Contract, Bonds and power of attorney (if required), and return all copies to the Public Works Director for review and distribution. Distribution of signed copies shall be one (1) copy each to the City Clerk, Contractor, Surety, and to the Public Works Director.
- c. Within fifteen (15) consecutive calendar days of receipt of Contract and other required documents by the City from the Contractor, the City Clerk will deliver two (2) fully signed counterparts (one for Contractor and one for surety) to Contractor. Notice to Proceed and requirements for commencement of the Contract Time set forth in the General Conditions.

- d. Failure by the Successful Bidder awarded the Contract to execute the Contract or to furnish the required Bonds shall be just cause for the annulment of the award and the forfeiture of that Bidder's Bid Security.

IB-18 CONFLICT OF INTEREST: 31 U.S.C.S. Section 1352 requires that all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

IB-19 IDENTIFICATION OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

With the Bid Form, each Bidder shall identify the names, addresses and associated information of those Subcontractors, Suppliers or other persons or organizations, including those who are to furnish the principal items of material and equipment, whom Bidder intends to award a Subcontract or Purchase Order in an amount in excess of two (2) percent of the Total Bid Price. In addition, if requested by the City or Public Works Director, each Bidder shall be prepared to submit, within ten (10) consecutive calendar days, a "Qualifications Statement List" for all Subcontractors, Suppliers, or other persons or organizations so identified. This List shall include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials or equipment to be supplied. Each nominated Subcontractor shall include the Subcontractor's license or certification, as applicable, as evidence that the firm is properly licensed or holds the required certificate for the specialty work involved. Such list shall be accompanied by a copy of the anticipated Subcontract or Purchase Order and by an experience statement with pertinent information as to similar projects and other information pertaining to financial resources, adequacy and availability of plant and equipment, organization, and other facts as evidence of qualifications to perform the Work designated for each such Subcontractor, Supplier or other person or organization. The list of principal items of equipment shall include the name of the locations at which similar size and type of equipment, as that specified, is in service.

If the City or the Public Works Director after due investigation of a Bid has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, the City may, before giving Notice of Award, request such Bidder to remove or replace said proposed Subcontractor, Supplier or other person or organization and to self-perform the associated parts of the Work, if the Bidder holds a valid license or certificate for that work and he is so qualified, or to submit an acceptable substitute, without an increase in such Bidder's Bid, and without an increase in any of the proposed alternate prices. If such Bidder declines, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.

Any Subcontractor, Supplier, other person or Organization so listed and to whom the City or the Public Works Director does not make written objection prior to the Notice of Award will be deemed acceptable to the City and Public Works Director, subject to revocation of such acceptance after the Effective Date of the Contract as provided in the General Conditions.

IB-20 QUALIFICATIONS OF BIDDERS

Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed Work.

In determining the lowest responsible Bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; (e) has materials

available; and (f) has competent subcontractors, material and equipment manufacturers (g) acceptable reference review; (h) has been in business and has satisfactorily performed work similar to that required by this project for at least 5 years.

Each Bidder may be required to show that former Work performed by him has been handled in such manner that there are no just or proper claims pending against such Work. No Bidder will be acceptable if he is engaged on any other work, which impairs his ability to finance this Work or provide equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated if asked for them.

Each Bid shall contain evidence that the Bidder is properly qualified to do business in the State, county, and city where the Project is located by disclosing that the Bidder and his nominated Subcontractors hold valid licenses and certificates, if applicable, issued by those Public Government Bodies with jurisdiction over the Work.

**BID FORM
LUMP-SUM BID
FOR
CITY OF PARKVILLE, MISSOURI**

Submitted by: _____

To: City of Parkville, Missouri:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$100.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security, if necessary.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____
No. _____

Dated: _____
Dated: _____

IF A PARTNERSHIP:

Name of Partnership _____ Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Name of Corporation
By _____
Signature & Title

ATTEST: _____ (CORPORATE SEAL)

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____
Secretary _____

CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this [redacted] day of [redacted], 20[redacted] by and between the CITY OF PARKVILLE, MISSOURI ("City") and [redacted] ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
- C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor and all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

- A. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
- D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- E. If **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late Substantial Completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in **Exhibit "A"** for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

- A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
- B. Contractor shall provide Construction Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Construction Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City.
- B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "C"**.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in a Scope of Work Exhibit, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the Work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with § 285.530.5 R.S. Mo. concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. All manufacturer's warranties shall be assignable to the City. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work which the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered

defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

- B. The Contractor's warranty in Section VIII.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

Contractor agrees that any documents, materials and/or work products produced in whole or in part by or through it under this Agreement, any intellectual property rights of Contractor therein (collectively the "Works") are intended to be owned by the City. Accordingly, Contractor hereby assigns and agrees to assign to the City all of its right title and interest in and to such Works.

X. RELATIONSHIP OF THE PARTIES

Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XI. PREVAILING WAGES

- A. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specifications for work under this Agreement as **Exhibit "F-1"** which will be provided at contract execution; shall be paid to workers performing work under the Agreement (See, Sections 290.250 and 290.325 R.S. Mo.)
- B. Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the Agreement by Contractor or any Subcontractor (see Section 290.250 RSMo; for detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.)
- C. Contractor shall maintain such required data on Form LS-57, **Exhibit "F-2"**, using the Instruction sheet issued by the Missouri Department of Labor and Industrial Relations, LS-57-3, **Exhibit "F-3"**, both of which are also available at, and shall further submit on a monthly basis, a Payroll Certification form attached to this Contract as **Exhibit "F-4"**, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.
- D. Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract.

XII. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: Alysén M. Abel, Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:

XIII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIV. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor:
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Direct the work of subcontractors; and
3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

When the Owner terminates the Agreement for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be

filed in writing with the other party to the Contract and with the American Arbitration Association.

2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

By: _____

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

1. Provide electrical work as shown on Sheet E-1 dated 3/15/16 as prepared by Design Energy Group and entitled Electrical Service Modifications Park Maintenance Building/Pump Station English Landing Park, Parkville, Missouri.
2. All work shall comply in every respect with the building laws, City regulations, and code requirements.
3. Contractor shall have/obtain a City of Parkville Business License.
4. If there are any questions regarding the work that is to be done, it will be the responsibility of the Contractor to contact the designated City representative and request clarifications before proceeding.
5. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with provisions set forth in this Agreement.
6. Contractor shall supply Superintendent or Foreman contract information including cell phone number and email information.
7. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, Contractor shall be assessed \$100.00 per calendar day passed the substantial completion date identified in this Agreement.
8. The scope of work included in this contract shall be completed within (45) forty-five days of contract execution.

EXHIBIT B-1
CONDITIONAL PARTIAL RELEASE AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives all claims except as stated below..

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all claims, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____
By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State Commission Expires

EXHIBIT B-2

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever.
3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all claims against the City, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT C

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:
 - 1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.
 - 1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.
 - 1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.
 - 1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.
2. Such insurance shall include the following terms and conditions:
 - 2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.
 - 2.2 The cost of defense of claims shall not erode the limits of coverage furnished.
 - 2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.
 - 2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
 - 2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.
 - 2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is

also an owner of Contractor.

- 2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion, defined as execution and acceptance of Exhibit B-2 and remittance of the final payment); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.
- 2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.
- 2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.
3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.
4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.
5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any

such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

Exhibit "D"
Missouri Worker Eligibility Affidavit

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Subcontractor to make representation on its behalf.
2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit "E"

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

Before me, the undersigned Notary Public, personally appeared _____ who is _____ (title) of _____ (a corporation/partnership/sole proprietorship/limited liability company, and states that he/she is authorized to make this affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in 292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit F-1
Prevailing Wage Rates

Exhibit F-3
Certified Payroll Instructions (Form LS-57-3)



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
INSTRUCTION SHEET FOR LS-57
(CONTRACTOR PAYROLL RECORDS)

P.O. Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address and noted information.

Name of Public Body: Name of public entity for which work is being performed or who issued contract.

Address: Address of public entity.

Payroll No.: Begin with payroll No. 1.

Payroll reports must be submitted each week. If work was not performed in specified week, note "No Work".

For Week Ending: List the workweek ending date.

AWO: Indicate Annual Wage Order Number.

Project and Location: Name of Project/Project Location.

Project or Contract No.: Indicate Project Number or Contract Number.

1. Name and Address of Employee: List workers that worked on project for the listed week. Enter each worker's full name and address on weekly payroll. **Both the name and address must be listed.**

2. Occupational Title: List the occupational title of each worker. A worker may perform work under different occupational titles. The employer must keep accurate records showing the breakdown of hours worked for each occupational title. For a list of occupational titles, visit <http://www.sos.mo.gov/adrules/csr/current/8csr/8c30-3.pdf>.

3. Day and Date: List day of week in the top row (Su – M – Tu – W – Th – F – Sa), begin with the first day of the pay period. List calendar date in the bottom row (1, 2, 3, 4, 5, 6, 7...).

Hours worked: Record number of hours worked per day.
Straight Time (ST), Overtime (OT), Double Time (DT), if applicable.

4. Total Hours: Total hours worked for the listed week on this project.

5. Hourly Rate of Pay: List the actual hourly rate paid for straight time worked (include regular hourly rate plus hourly rate of any additional amount paid in cash in lieu of providing fringe benefits). When overtime is worked, show the overtime hourly rate paid (include the regular overtime hourly rate plus hourly rate of any amount paid in cash in lieu of fringe benefits) in the "Overtime" box for each worker.

Exhibit F-4
Payroll Certification
CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS

Date: _____

I, _____, _____
(Name of Signatory Party) (Title)

Do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____; that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above; that no rebates have been or will be made either directly or indirectly to or on behalf of _____, from the full weekly wages earned by any person and that no deductions have been made by _____ either directly or indirectly from the full wages earned by any person, other than legally permissible deductions; that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared; that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary; and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.