



FAX TO:       Missourian Publishing Co.

DATE:         February 5, 2024

**ADVERTISEMENT FOR BIDS  
FOR  
2024-003.1-Delmar Shop Fence Installation  
IN THE  
CITY OF UNION, FRANKLIN COUNTY, MISSOURI**

The City of Union (“CITY”) will accept sealed bids for the cost of purchase and installation of approximately 460 LF of 6-foot-tall chain link fence with two (2) 20 LF vehicle gate at 628 North Delmar Union, MO 63084. BIDS SHOULD BE LABELED ‘2024-003.1 DELMAR SHOP FENCE INSTALLATION’.

Bids shall be submitted to the City Clerk's office at 10 East Locust Street Union, Missouri 63084 no later than 2:00 p.m., February 22, 2024. Bid sheets, maintenance guidelines and contract (Instructions to Bidders, Bid Proposals and Contract) may be obtained on or after 12:00pm February 5, 2024, at the City of Parks & Recreation Department 10 East Locust Street Union, Missouri 63084. For questions or to schedule a site inspection call Chad Pohlmann, City of Union Parks & Recreation Director at (636) 583-8471. The City reserves the right to accept or reject and/or all bids and waive any technicalities.

The Owner reserves the right to waive any informalities or irregularities and to reject any or all bids. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

This Advertisement is by the order of the Mayor and Board of Alderman, City of Union, Franklin County, Missouri.

Please publish the foregoing in the Legal Notices section of the Missouriian on Wednesday February 7, 2024 and Wednesday, February 14, 2024 and issue affidavit of publication within five days to: Jonita Copeland, City Clerk – 10 E. Locust St. – Union, MO 63084.

Thank You,

Chad Pohlmann, Parks and Recreation Director



**City of Union  
Parks and Recreation**

10 East Locust St.  
Union MO 63084  
Unionmissouri.gov

**BID: RFP 2024-003.1-Delmar Shop Fence Installation**  
**Date Issued: February 5<sup>th</sup> 2024**

**Request for Proposal: 2024-003.1 DELMAR SHOP FENCE INSTALLATION**

**PROPOSAL DUE: DATE: Thursday, February 22, 2024 by 2:00 PM**

Bid Title	DELMAR SHOP FENCE INSTALLATION
Specifications Contact	Scott Piontek Park Maintenance Supervisor 636-249-7441 parkmaint@unionmissouri.gov
Contract Contact	Chad Pohlmann Park Director 636-249-5472 parkdirector@unionmissouri.gov
	SAMPLE ENVELOPE
Mail (3) Three Complete Copies With Vendor and Proposal Information As Shown In Sample:	VENDOR NAME VENDOR ADDRESS CONTACT NUMBER  CITY OF UNION CITY CLERK CITY OF UNION 10 EAST LOCUST ST UNION MO 63084
	SEALED PROPOSAL: (PROPOSAL NAME)

## **BID CONTENTS**

- Section I – Purpose of request for proposal and general terms and conditions
- Section II – Schedule of Events
- Section III – Scope of Services and Responsibilities
- Section IV – Proposal Instructions and Format
- Section V – Evaluation and Award Criteria
- Section VI – Cost Sheet
- Section VII – Measurement and Payment
- Section VIII – Parks and Recreation Directors Status During Construction

Appendix A – Cost Proposal Sheet

Appendix B – References

Appendix C – Bid Submission Checklist

Appendix D – Worker Eligibility Verification Affidavit

Appendix E – Signature and Identity of Bidder

Appendix F – Notice to Bidders Regarding State Immigration Law

Sealed written responses must be received by the City Clerk no later than the date, time, and location indicated above for the Bid Opening. Late submission of responses shall be not considered. Submittal of response by fax is not acceptable.

## **ABSTRACT**

### **DELMAR SHOP FENCE INSTALLATION**

Bids shall be submitted to the City Clerk's office no later than 2:00 p.m., February 2024. Bid sheets and maintenance guidelines are available at the office of the City Clerk, 10 E. Locust St., Union, MO 63084. For questions or to schedule a site inspection call (636) 583-8471. The City reserves the right to accept or reject and and/or all bids and waive any technicalities.

### **GUIDELINES and REQUIREMENTS**

**The City of Union Parks and Recreation Department is seeking proposals for chain link fence installation at the Park Maintenance Shed at 628 North Delmar Union, MO 63084.**

- ◆ The contractor must provide the city with certificate of insurance in the amount of \$1,000,000 and \$2,000,000 aggregate; **the face of the insurance certificate shall exhibit ‘The City of Union, Missouri’ as additional insured. Also, an additionally insured endorsement is required. NO EXCEPTIONS, OMISSIONS OR REDUCTIONS TO THIS REQUIREMENT WILL BE ACCEPTED.**
- ◆ The contractor shall sign a 'Hold Harmless' agreement with the City.
- ◆ All work will be completed on or before JUNE 7, 2024.
- ◆ Bids must be Submitted to the City Clerk’s office no later than 2:00 p.m., February 22, 2024.

# **SECTION I**

## **PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL TERMS AND CONDITIONS**

### **1. PURPOSE OF REQUEST FOR PROPOSAL (“RFP”)**

The City of Union (“CITY”) will accept sealed bids for the cost of purchase and installation of approximately 460 LF of 6 foot tall chain link fence with two (2) 20 LF vehicle gate at 628 North Delmar Union, MO 63084.

### **2. PRE PROPOSAL CONFERENCE**

Attendance at a pre-proposal conference is not required for the RFP

### **3. ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its attachments, he/she shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFP for proposing purposes, without divulging the source of the request for same.

If a Proposer fails to notify the City prior to the date fixed for submission of proposals of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall bid at his/her own risk, and if he/she is awarded the Agreement, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **4. ADDENDA**

The City may modify this RFP, any of its key action dates, or any of its attachments, prior to the bid submittal date. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. It is the Proposer’s responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Proposer of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

### **5. SUBMISSION OF PROPOSAL**

Proposals will be accepted on or before the date and time indicated in the Schedule of Events, Section II, in accordance with Section IV, Proposal Instructions and Format.

### **6. PROPOSER’S COST**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the City.

### **7. EXCEPTIONS**

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or to the Consulting Agreement Sample attached as Exhibit A (“AGREEMENT”), they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and

the Agreement. Reasonable exceptions will be considered by the evaluation team and will not exclude a Proposer from the evaluation process.

#### 8. DELIVERY OF PROPOSALS

Proposals submitted by mail should be post-marked sufficiently in advance of the bid opening to ensure delivery to the City Clerk, City of Union, prior to the specified due date and opening time. The City assumes no responsibility for delay in delivery of the proposal by U.S. Mail or any other service. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

#### 9. PROPOSALS BECOME THE PROPERTY OF CITY OF UNION

Proposals become the property of City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. The City reserves the right to make use of any information or ideas contained in the proposal.

#### 10. CONFIDENTIAL MATERIAL

Proposer must notify the City in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

#### 11. REJECTION OF PROPOSALS

The City may reject any or all proposals and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if he/she is awarded the Agreement. Proposals referring to terms and conditions other than City of Union's terms and conditions may be rejected as being nonresponsive.

The City may make investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to City of Union all such information and data for this purpose as requested by City of Union. City of Union reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy City of Union that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work specified.

#### 12. CANCELLATION

This solicitation does not obligate the City to enter into an Agreement. City of Union retains the right to cancel this RFP at any time, should the project be canceled, the City loses the required funding, or it is deemed in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City of Union to make an award or to pay any cost incurred in the preparation or submission of a proposal.

#### 13. INSURANCE REQUIREMENTS

The City requires a certificate of insurance prior to commencement of any work. An underwriter's endorsement is also required with additional insured verbiage and must be an admitted surety in the State of Missouri. The insurance is required as follows:

- a. Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Proposer and the City against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- b. Professional Liability Insurance: For all of Proposer's employees who are subject to this Agreement, Proposer shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. Proposer shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. Proposer agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.
- c. Workers' Compensation Insurance: For all of Proposer's employees who are subject to this Agreement and to the extent required by applicable state or federal law, Proposer shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage, and Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives. In the event a claim under the provisions of the Missouri Workers' Compensation Act is filed against the City by a bona fide employee of the Proposer participating under this Agreement, Proposer agrees to defend and indemnify the City from such claim.
- d. Vehicle Liability Insurance: Proposer shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than One Million Dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than One Million Dollars (\$1,000,000).

#### 14. DISPUTES/PROTESTS

The City encourages Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail or delivered in person to the City Clerk, City of Union. The City will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting Proposer. The decision of the City is final.

Interpretation of the wording of this document shall be the responsibility of the City of Union and that interpretation shall be final.

#### 15. AWARD OF AGREEMENT

Award, if any, will be to the Proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. Evaluation methodology and basis for award are described in Section V– Evaluation and Award Criteria. Although cost is influential, it is not the sole determining factor in the award of the Agreement.

#### 16. TERM OF AGREEMENT

The period of services shall be from the award of contract, estimated in March 2024, through satisfactory clean-up of area after event as determined by the City. Completion no later than JUNE 7<sup>th</sup> 2024.

#### 17. AGREEMENT DOCUMENTS

The complete Agreement includes all of the Agreement documents, to wit: Request for Proposal, Agreement, Proposer’s Proposal, and any certification or documentation required herein. In the event of a conflict between documents, the following order of precedence shall apply:

- a. City of Union Agreement
- b. City of Union Request for Proposal
- c. Proposer's Proposal

#### 18. EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Proposer and returned, along with the required attachments to the City within ten (10) working days of receipt of the Consultant Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the appropriate the City official(s). Any work performed prior to receipt of a fully executed Agreement shall be at Proposer's own risk.

#### 19. FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the City of Union may award the Agreement to the next qualified highest ranked Proposer.

#### 20. NON-ENDORSEMENT

If a proposal is accepted, the Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the Agreement which state or imply the City’s endorsement of Proposer’s services.

#### 21. SAFETY MEASURES/REQUIREMENTS

All work performed under this Agreement will be performed in such manner as to provide maximum safety to the public and employees, and where applicable, will comply with all safety provisions and regulations.

With respect to all work performed under this Contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1945 (Public Law 91 596), and the requirements of Title 29 of the Code of Federal Regulations Section 15 1 8 as published in the "Federal Register," Volume 36, Number 75, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and protection of persons (including, employees) and property.
- c. Maintain at his/her office or other well-known place at the Job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at job site before the employer has made a standing arrangement for the removal of injured persons to a hospital or a doctor's care.
- d. Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department 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 on such construction project.

The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Proposer when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

## 22. PERFORMANCE STANDARDS

Performance of work and acceptability of equipment or materials supplied pursuant to any agreement or award shall be to the satisfaction of the City of Union.

## 23. LOST AND DAMAGED SHIPMENTS (F.O.B. DESTINATION)

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the Proposer. The City has no obligation to accept damaged shipments and reserves the right to return, at the Proposer's expense, damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.



**SECTION II**  
**SCHEDULE OF EVENTS**

- |  |                               |
|--|-------------------------------|
| 1. Release of Request for Proposal                   | February 5, 2024              |
| 2. Last Day for Submission of Questions              | February 12, 2024             |
| 3. City Response to Questions submitted via Addendum | February 16, 2024, by 2:00 PM |
| 4. Deadline for Receipt of Proposals                 | February 22, 2024, by 2:00 PM |
| 5. Evaluation  | February 22 – March 1, 2024   |
| 6. Tentative Award                                   | March 12, 2024                |
| 7. Potential Start Date                              | March 22, 2024                |
| 8. Required Completion Date                          | June 7, 2024                  |

**\*NOTE: The dates subsequent to receipt of proposal may be adjusted without further notice.**

## **SECTION III**

### **SCOPE OF SERVICES AND RESPONSIBILITIES**

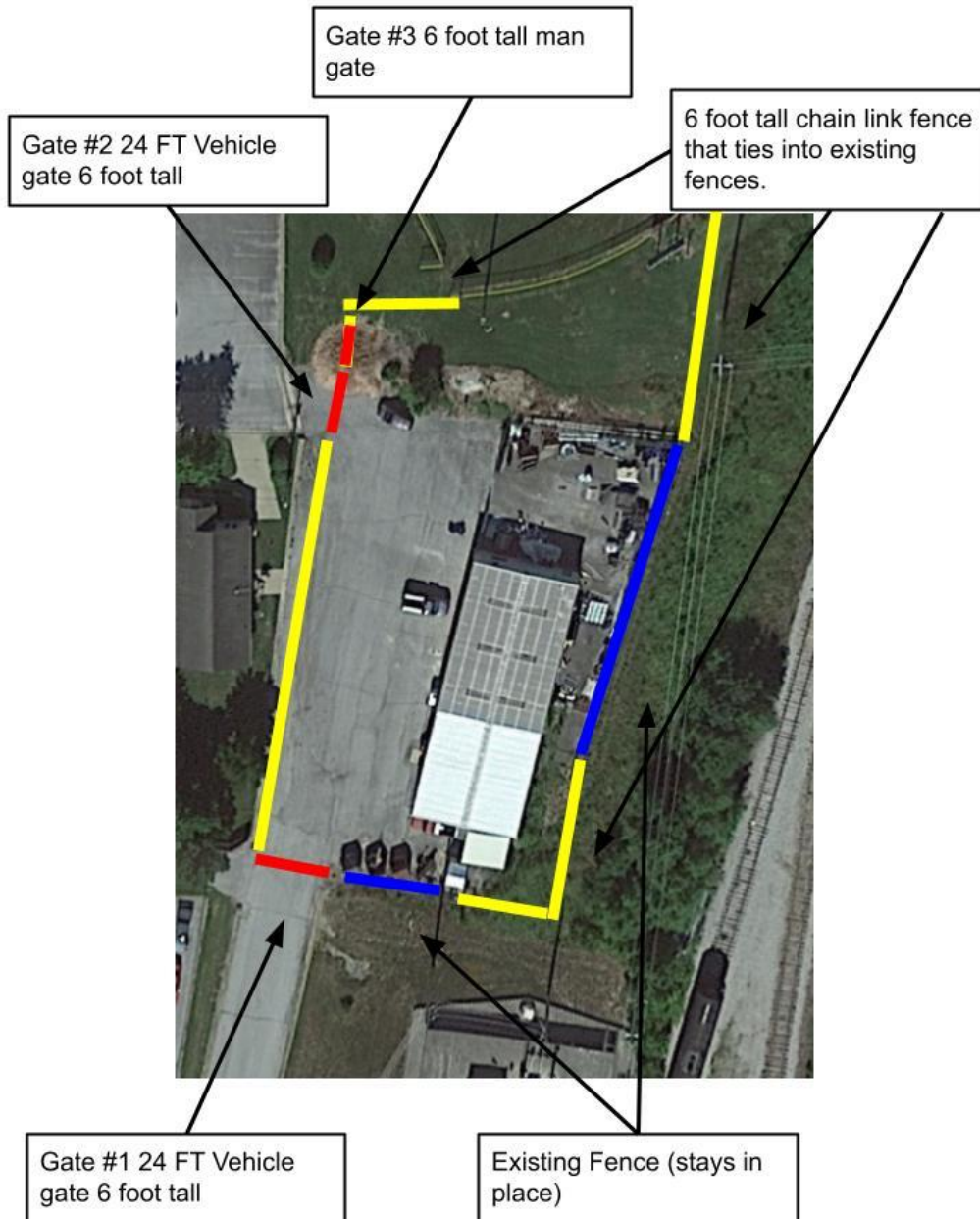
#### **1. PURPOSE**

The City of Union (“CITY”) will accept sealed bids for the cost of purchase and installation of approximately Example 1 460 LF Example 2 420 LF of 6 foot tall chain link fence with two (2) 24 FT vehicle gates. Gate #1 has the potential of repurposing existing gate on location. Gate #2 capability of electronic gate system opening automatically with remote and code pass. At 628 North Delmar Union, MO 63084, as depicted in exhibit “A” below.

**Exhibit A “Example 1”  
Approximately 460 LF of Fence**



**Exhibit A “Example 2”  
Approximately 420 LF of Fence**



## 2. SCOPE OF SERVICES

When awarded contract, the contractor must provide Certificate of Insurance and Agreement signed by the party whom the Contract was awarded, shall within a reasonable period of time signing the Agreement and return to such party an executed duplicate of the Agreement. City of Union, upon signing the Agreement and with a reasonable period of time shall issue the Notice to Proceed. A written Notice to Proceed shall be used with each project.

One (1) week prior to beginning work, the Contractor shall notify the City of Union with the tentative schedule.

- a. References (including but not limited to)
  1. ASTM F552 Standard terminology relating to chain link fencing
  2. ASTM F567 Standard practice for installation of chain link fence
  3. ASTM F626 Specification for fence fittings
  4. ASTM F900 Specification for industrial and commercial swing gates
  5. ASTM F1184 Specification for industrial and commercial horizontal slide gates
  6. ASTM F2200 Specification for automated vehicular gate construction
  7. CLFMI WLG2445, Chain link fence wind load guide for the selection of line post and
  8. line post spacing
  9. Federal specification RR-F-191/3E fencing, wire and post, metal (chain-link fence posts, top rails and braces)
  
- b. The fencing and additional material will meet the following requirements:
  1. All materials will meet the ASTM standards
  2. Approximately 420 LF of 6 foot tall, 9 gauge woven wire (chain link) fence with 2 inch mesh.
  3. Posts, Top Rails, Brace Rails and Gate Frames will be standard weight, galvanized, welded or seamless steel pipe.
  4. Post Caps will be malleable iron will be designed to fit snugly over post with a minimum projection of 1-1/2 inches below top of posts. Post caps shall be manufactured with a curved top.
  5. Eye Tops will be malleable iron designed to fit over line posts, and for through passage of top rail.
  6. Expansion Sleeve Couplings for Top Rails will be steel, 6 inches long, designed to fit tightly on inside of rail, fitted with raised center.
  7. Rail Ends for Top Rails and Brace Rails will be malleable iron with holes to receive 3/8 inch bolts for securing to rail end bands.
  8. Tension Bands and Bands for Securing Rail Ends will be mild steel flats, at least 11 gage x one inch, tension bands in gates shall be 11 gage x 1 inch. Bolts for use with tension bands and rail end bands shall be 3/8 inch x 1-1/2 inches.
  9. Tension Bars will be mild steel flats at least 3/16 inch x 3/4 inch.
  10. Tension Wire for Installation at Bottom of Fabric will be 6 gauge steel spring wire, conforming to requirements of AISI Steel Products Manual, Carbon Steel Wire, merchant quality, galvanized, soft temper with Type I coating. Wavy type wire is not acceptable.

11. Turnbuckles for installation with Tension Wires will be eye and hook type, drop forged steel, right and left hand threads, at least 3/8 inch screw diameter with at least 4-1/2 inches of take-up.
12. Tie Wire will be aluminum ties 6 gauge for fastening fabric to posts, top rails and brace rails. At bottom tension wire 9 gauge galvanized hog rings shall be installed.
13. The terminal posts will be 3 inch
14. Line post will be 2-3/8 inch
15. Top rails will be 1 5/8 inch
16. Gate posts will be 2 1/2- 3 1/2 inch as listed below
17. All pipes will be SS40
18. All posts will be capped
19. All posts will be concreted into the ground at a depth of 2-1/2 to 3 feet. Concrete will be provided in the following volumetric proportions:
  - a. Portland Cement 1 part
  - b. Fine Aggregate 2 parts
  - c. Coarse Aggregate 4 parts (1/4 inch to 1-1/2 inches)
  - d. Water 7-1/2 gallons, maximum per sack of cement

c. Gates

There will be three entrances (gates) for this project. The gates number on exhibit "A" are:

1. General: Gates shall be joined at the corners by arc welding to form a rigid one-piece unit. Welded joints protected by applying zinc-rich paint in accordance with ASTM practice A780. Equip all gates with galvanized steel hinges and latch for attachment of padlock. Galvanized steel parts by hot-dip process in accordance with ASTM standards.
2. Cantilever slide gates: In compliance with ASTM F1 184 type II
  - a. Class 1-extension roller design: Horizontal top and bottom steel pipe "track" members to be 2.375 in. O.D. (60.3 mm), vertical and internal members 1,900 in. O.D. Gate frame to be fabricated by welding, vertical and horizontal members located no greater than 8 ft. (2440 mm) apart. The length of the back frame support section shall be a minimum of 40% of the opening. Welded joints are to be protected by applying zinc-rich paint in accordance with ASTM Practice A780. Gates designed to open or close by applying an initial pull force no greater than 40 lbs. (18.14 kg). Match chain link fabric to that of the fence system. Positive locking latch fabricated galvanized pressed steel. Galvanized steel drop bars provided with double gates. Gateposts, 4,000 in. O.D. (101.6 mm). Gate rollers shall be "G-Force cast aluminum cantilever gate roller" as manufactured by Project ONE Steel Products Co. or equal or polymer/neoprene rollers with lifetime warranty.
3. Gate #1-
  - a. 24FT single gate, 6FT height (potential of using existing gate on location).
4. Gate #2-
  - a. 24FT single gate, 6FT height capable of moving automatically with a remote and pass code keypad.
5. Gate #3-
  - a. 4FT single hinged gate, framed (15/8") with middle support and include a latch capable of locking.
6. All gates costs will include the gate hinge and latches and hardware.

d. Fence Installation:

1. Space fence posts at equal intervals between terminal, angle, corner, and gate posts, and not more than 10 feet apart measured from center to center of posts. Install posts so that top of eye of post caps are level with top of fabric.
2. The concrete embedment width of the posts will be a minimum of 10 inches for line posts and a minimum of 14 inches for gate posts
3. Install angle or corner posts at each change in direction of 15 degrees or more, at change of 5 percent or more in grade of fencing, and at the beginning and end of curved fence sections.
4. Install terminal posts at ends of runs of fencing. Install gateposts on both sides of driveway and pedestrian gates.
5. Install fences with top rail. Top rail shall pass through eye tops and be secured at ends with rail end fittings and bands.
6. Install bottom tension wire a minimum of 3 inches from grade for fencing, and provide a turnbuckle for each 150 feet of wire or fractional part thereof. Turnbuckles are not required in runs of 15 feet or less. Install ends of tension wires to posts in a manner to prevent slipping or loss of tension. Wrap should start from fence side of post. Turn end of wire around post tightly twisted at least 3 times around wire. At turnbuckles, wire through eye and tightly twist end at least 3 times around wire. Cut tail of bottom wire flush.

3. QUALITY ASSURANCE:

- a. Delivery, Storage, and Handling: Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.
- b. Manufacturer: Company operating in the United States having U.S. manufacturing facility/facilities specializing in manufacturing fence products with at least 5 years of experience.
- c. Fence contractor: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 3 years of experience.
- d. Site Conditions: Contractor shall keep all debris and equipment contained within the work site.
- e. The Contractor is ultimately responsible for the workmanship and quality of the installation. Inspections by the Parks and Recreation Director, or others do not limit the Contractor's responsibility.
- f. Tolerances: Current published edition of ASTM specifications tolerances apply. ASTM specification tolerances supersede any conflicting tolerance.

4. MATERIALS

- a. Contractor shall use manufacture approved systems, equipment and hardware.
- b. Manufacturer's current printed recommendations and product data sheets for all products including performance criteria, surface preparation and applications, data, and safety requirements.

## 5. SUBCONTRACTORS

- a. **RESPONSIBILITY OF CONTRACTOR.** The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable, to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Parks and Recreation Director or any obligation on the part of the Owner or the Parks and Recreation Director to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law.
- b. **SUBCONTRACT PROVISIONS.** All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. The Contractor will pay each Subcontractor a just share of any insurance moneys received by the Contractor.

## 6. PERMITS, LAWS AND REGULATIONS

The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work. The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work.

## 7. SAFETY PROVISIONS

- a. Necessary precautions to protect the life and health of all persons employed on the Project shall be taken at all times. The latest accepted accident prevention methods shall be used and necessary safety devices and safeguards needed to comply with the requirements and regulations of the Occupational Safety and Health Act (OSHA) shall be provided.
- b. **BARRICADES & WARNING DEVICES.** Barricades, signs, lights, watchmen, and barriers other than barricades, as may be necessary to properly protect the Work and provide for public safety, shall be provided by the Contractor.

## 8. CONTROLS BY CONTRACTOR

- a. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall have on the Work at all times as his agent a competent superintendent who is acceptable to the Parks and Recreation Director and capable of reading and thoroughly understanding the Plans and Specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Parks and Recreation Director or his authorized representative. The superintendent shall have full authority to execute orders or directions of the Parks and Recreation Director without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required.
- b. The Contractor shall establish a quality control system to insure conformance of all items of Work, including that of his Subcontractors, to applicable Specifications and Drawings with respect to the materials, workmanship, construction finish, functional performance, and identification. The controls shall be adequate to cover all construction operations and



shall be keyed to the proposed construction sequence. This control shall be established for all construction.

- c. The Contractor's control system shall provide for inspection of each phase of Work to insure that materials and supplies are placed and installed in accordance with the Drawings and Specifications. The Contractor shall not build upon or conceal any feature or Work containing uncorrected defects.

9. CONFORMITY WITH PLANS AND SPECIFICATIONS

- a. All Work performed and all materials furnished shall be in conformity with the lines, grades, and cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the Specifications. When manufacturers' names are used, in either the plans or specifications, they are used to establish a standard and the words "or equal," if not stated, are implied.
- b. If the Parks and Recreation Director finds the materials or the finished product in which the materials are used not in conformity with the Plans and Specifications but that reasonably acceptable Work has been produced, he will then make a determination if the Work will be accepted and remain in place. In this event, the Parks and Recreation Director will document the basis of acceptance.
- c. If the Parks and Recreation Director finds the materials, or the finished product in which the materials are used, or the Work performed have resulted in an unacceptable product, the Work or materials shall be removed and replaced or otherwise corrected.

## **SECTION IV**

### **PROPOSAL INSTRUCTIONS AND FORMAT**

#### **1. INTRODUCTION**

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The City reserves the right to request additional information that, in City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to agreement.

#### **2. NUMBER OF COPIES**

The Proposer shall provide a minimum of three (3) original copy. All copies of the proposal must be delivered sealed. The original copy of the proposal must be clearly marked "Master Copy."

#### **3. DELIVERY OF PROPOSALS**

Address/Deliver proposals to:

**City of Union**  
**Attn: City Clerk**  
**10 E. Locust Street**  
**Union, MO 63084**

- a. Proposals must be received by the City Clerk, no later than the date and time specified on the cover page and Schedule of Events. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- b. Proposals shall be labeled as follows: **DELMAR SHOP FENCE INSTALLATION**

#### **4. PROPOSAL CONTENT**

##### **a. SECTION I COVER LETTER**

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Proposer's qualifications and Proposer's willingness to enter into an agreement under the terms and conditions prescribed by the City of Union.

##### **b. SECTION II EXPERIENCE**

This section shall contain responses to the minimum Proposer qualifications included in Sections III and IV of the RFP, general overview of the Proposer's qualifications, and shall include, but not be limited to, the following information.

- i. Proposer name, address, telephone number and authorized representative(s).
- ii. Proposer shall identify the number of years of experience in providing poured-in-place repair similar in size and scope to that requested in this RFP.
- iii. Proposer References: Provide three (3) client references for which the Proposer has provided similar services. References shall include date and

description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number. A form similar to Appendix B would be useful in conveying this information to the City.

c. SECTION III DESCRIPTION

Proposer shall provide a detailed description of the approach or plan to be used in response to Section III – Scope of Services (of this document). The prepared plan should demonstrate an overall understanding of the Scope of Work to be performed and will be judged on clarity, comprehensiveness, and presentation of materials in a thorough and concise format.

d. SECTION IV EXEMPTIONS

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.

e. SECTION V INSURANCE DOCUMENTATION

f. SECTION VI COST SECTION

Proposer is expected to quote a firm-fixed price for the services identified in Section III – Scope of Services.

g. SECTION VII BID SUBMISSION CHECKLIST

Proposer shall submit completed Bid Submission Checklist Appendix C.

## **SECTION V**

### **EVALUATION AND AWARD CRITERIA**

#### **1. EVALUATION PROCESS**

Proposals will be reviewed by an Evaluation Committee comprised of City personnel. Award will be made in the best interest of the City of Union. All proposals shall be reviewed to verify that the Proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions, will be eliminated from further consideration.

#### **2. EVALUATION CRITERIA**

The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated.

Proposals will be scored and ranked in accordance with the following criteria:

- I. **PROPOSAL PRICE. (APPENDIX A)**
- II. **WARRANTY**
- III. **CERTIFICATE OF INSURANCE SUBMITTED**
- IV. **WORKER ELIGIBILITY FORM COMPLETED (APPENDIX D)**
- V. **BIDDER FORM SUBMITTED (APPENDIX E)**
- VI. **SAFETY RECORD.**
- VII. **CONTRACTOR/FIRM'S PAST PERFORMANCES OF REFERENCED CLIENTS. (APPENDIX B)**

#### **3. SELECTION**

The highest ranked proposals will be identified and those firms may be requested to make a formal presentation before or be interviewed by the Evaluation Committee. The evaluation committee will then make a final recommendation to the City Administrator. The City Administrator reserves the right to reject any or all proposals, to waive any informality, irregularity, or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the City. The Board of Aldermen shall have the final selection and approval of the proposal and shall authorize the award of the Agreement to the successful Proposer.

## **SECTION VI COST SHEET**

### **1. INTRODUCTION**

Proposer shall complete cost sheets to include all costs, including travel and per diem in accordance with the Scope of Services defined in Section III.

### **2. COST FOR SCOPE OF SERVICES**

Complete and return Cost Proposal Sheet, see Appendix A

## **SECTION VII MEASUREMENT AND PAYMENT**

### **1. MEASUREMENT OF QUALITIES:**

All materials and items to be paid for on the basis of measurement shall be measured and determined by the Parks and Recreation Director in accordance with the Plans and Specifications, or as authorized by the Owner.

- a. In accordance to Section 144.030 of the Missouri State Statutes, the Owner will not pay Missouri State Sales Tax on material, machinery, equipment, appliances, and devices used solely for the purpose of preventing, abating or monitoring water pollution.
- b. Measurements shall be in accordance with United States Standard Measures
- c. Material paid for by the ton shall be weighed on a certified public scale, and a certified copy of the weight ticket shall be furnished to the Parks and Recreation Director in evidence of the delivered weight of the material.
- d. Trucks used to haul material being paid for by weight shall be weighed empty at such times as the Parks and Recreation Director directs. Each truck shall bear a plainly legible identification mark.
- e. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit price paid for the material being measured or weighed, and no additional allowance will be made therefore.

### **2. LIMITATIONS ON PAY QUANTITIES**

Quantities of materials wasted or disposed of in a manner not called for under the Contract, including rejected loads of material not unloaded from vehicles, material rejected after it has been placed, material placed outside of pay lines and material remaining on hand after completion of the work, will not be paid for and will not be included in the final pay quantities. No compensation will be allowed for disposing of rejected or excess material.

### **3. SCOPE OF PAYMENT**

The Contractor shall accept the compensation as herein provided in full payment for furnishing all materials, labor, services, supervision, tools and equipment necessary to complete the work; and for performing all work contemplated and embraced under the contract; and for loss or damage arising from the nature of the work or from the action of the elements, except as herein before provided; or from any unforeseen difficulties which may be encountered during the

prosecution of the work until the acceptance by the Owner; and for all risks of every description connected with the prosecution of the work; and for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Plans and Specifications. The payment of any estimate or of any retained percentage shall not relieve the Contractor of any obligation to replace or to make good any defective work or material.

#### 4. BASIS OF PAYMENT

- a. General. All material and work specified under this Contract shall be paid for as outlined and bid in the Bid Proposal. Prices for each item shall include the furnishing and installation of all materials required for the complete workable unit including excavation and providing all necessary barricades and traffic control to complete the project as outlined in the Plans and Specifications.
- b. Bid Proposal Items  
Payment will be on a lump sum basis as outlined in the Bid Proposal Form.

#### 5. PATENT FEES AND ROYALTIES

The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device, which is subject to, patent rights or copyrights held by others. He will indemnify and hold harmless the Owner and the Parks and Recreation Director and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringements of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

#### 6. PAYMENT

- a. FINAL INSPECTION. Upon written notice from the Contractor that the Project is complete, the Parks and Recreation Director will make a final inspection with the Owner and Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects. The contractor shall return one set of construction plans with the as built location for any construction clearly shown.
- b. FINAL APPLICATION FOR PAYMENT. After the Contractor has completed any such corrections to the satisfaction of the Parks and Recreation Director and as required by the Contract Documents, he may make application for final payment following the procedure for Progress Payments. The Final Application for Payment shall be accompanied by complete and legally effective releases or waivers (satisfactory to the Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder, and such supporting data as may be required. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible have been paid or otherwise satisfied; and consent of the surety,

if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any Lien.

- c. FINAL PAYMENT. If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, the Parks and Recreation Director is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Owner for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approve Final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. The Owner will, within twenty (20) days of presentation to it of an approved final Application for Payment, pay the Contractor the amount approved by the Parks and Recreation Director. If Owner fails to make payment thirty (30) days after approval by the Parks and Recreation Director, in addition to other remedies available to the CONTRACTOR, then shall be added to each such payment interest at the statutory rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor. The statutory rate of interest shall be as specified in Section 408.020, RSMo.

## **SECTION VIII**

### **PARKS AND RECREATION DIRECTORS STATUS DURING CONSTRUCTION**

#### **1. OWNERS REPRESENTATIVE**

The Parks and Recreation Director will be Owner's representative during the construction period.

#### **2. VISITS TO SITE**

Parks and Recreation Director will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an expert and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of Contractors.

#### **3. CLARIFICATIONS AND INTERPRETATIONS**

Parks and Recreation Director will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

#### **4. REJECTION OF DEFECTIVE WORK**

Parks and Recreation Director will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection or test or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

#### **5. INSPECTIONS OF WORK**

- a. All materials and each part or detail of the Work shall be subject to inspection by the Parks and Recreation Director. The Parks and Recreation Director shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- b. If the Parks and Recreation Director requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be paid for as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and



the replacing of the covering and making good of the parts removed, shall be the Contractor's expense.

- c. All construction and materials, which have been rejected or declared unsatisfactory, shall be remedied or removed and replaced in an acceptable manner by the Contractor at his expense.
- d. Until Work is accepted by the Parks and Recreation Director, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at his expense, any lost or stolen material, and all injuries or damages to any portion of the Work before its completion and acceptance caused by the action of the elements or for any other reason. The Owner may, at its discretion, make such adjustments as it considers to be proper for damage to the Work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of, the Contractor.



# COST PROPOSAL SHEET (Continue)

## Bid Pricing Form

**TOTAL BID WRITTEN IN NUMBERS:** \_\_\_\_\_

**TOTAL BID WRITTEN IN WORDS:** \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Tax ID #

# REFERENCES

List similar services performed for all similar organizations/entities in the last three years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

Company/Organization

Business Address

Suite #

City State Zip

Contact Name

Title

Contact Phone Contact E-mail

Description of Services and Location

\*\*\*\*\*

Company/Organization

Business Address

Suite #

City State Zip

Contact Name

Title

Contact Phone Contact E-mail

Description of Services and Location

\*\*\*\*\*

Company/Organization

Business Address

Suite #

City State Zip

Contact Name

Title

Contact Phone Contact E-mail

Description of Services and Location

\*\*\*\*\*

## BID SUBMISSION CHECKLIST

\_\_\_\_\_ I have reviewed the bid schedule and deadlines,

\_\_\_\_\_ I have read ALL Terms and Conditions and Bid documents

\_\_\_\_\_ Worker Eligibility Verification Form Completed

\_\_\_\_\_ Bid Pricing Form Completed

\_\_\_\_\_ Acknowledgement of Terms Listed on Certificate of Insurance in RFP

\_\_\_\_\_ W-9 Submitted

\_\_\_\_\_ Signature and Identity of Bidder Form Submitted

# WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Union to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within contract agreement with the City of Union. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement with City of Union, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

# SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

sole individual  partnership  joint venture

corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners, or joint ventures:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show this name above in addition to legal names)

\_\_\_\_\_

\_\_\_\_\_  
(If a corporation, show its name above)

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

**NOTICE TO BIDDERS REGARDING STATE IMMIGRATION LAW**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ and unauthorized alien to perform work within the state of Missouri.

Pursuant to RSMo 285.530, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

Submitting a completed, notarized copy of WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (attached)

Submitting a completed, notarized copy of the SIGNATURE AND IDENTITY OF BIDDER (attached) and,

Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at <http://www.dhs.gov>

The contractor understands and agrees that by signing the RFB document or contract they certify that:

The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of the is requirement or the applicable state, federal and local laws and regulations, and if the City of Union has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the city shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the city.

The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.



**CONTRACT  
FOR  
CITY OF UNION DELMAR SHOP FENCE INSTALLATION  
IN THE  
CITY OF UNION, FRANKLIN COUNTY, MISSOURI**

This Contract made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF UNION, MISSOURI, hereinafter called OWNER, and \_\_\_\_\_ a \_\_\_\_\_ (state) corporation, hereinafter called the CONTRACTOR.

WITNESSETH: THAT WHEREAS, the Owner has caused to be prepared Specifications and other Contract Documents for the Work herein described, and has approved and adopted these Contract Documents and has invited proposals for furnishing materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract, and

WHEREAS, the Contractor, in response to the invitation, submitted to the Owner, in the manner and at the time specified, a proposal in accordance with the terms of the contract, and,

WHEREAS, the Owner has opened, examined, and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the best Bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW, THEREFORE, the Owner and Contract for the consideration hereinafter set forth, agrees as follows:

1. The Contractor Agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned.
2. Contract Time and Liquidated Damages. The project is scheduled to be finished on or prior to March 27, 2021. Bidder must agree to commence Work within one week of notification specified in a written "Notice to Proceed" The complete Project must be completed within thirty (30) Calendar Days thereafter. Bidder must agree to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter.
3. Subcontractors. The Contractor agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any Subcontractor and the Owner.
4. The Owner Agrees to pay, and the Contractor agrees to accept, in payment for the performance of this Contract: The amount of:

\_\_\_\_\_ Dollars ( )  
(Amount shall be in both words and figures. In case of a discrepancy, the amount shown in words will govern.)

5. Contract Documents and Order of Precedence. The Contract is comprised of the Contract Documents listed below. In the event that any provision of one Contract Document conflicts with the provisions of another Contract Document, the documents shall be given precedence as provided in the General Conditions of the Specifications.

City of Union Delmar Shop Fence Installation  
EXAMPLE CONTRACT

EXIHIBIT A

A. Contract for CITY OF UNION DELMAR SHOP FENCE INSTALLATION in the City of Union, Franklin County, Missouri dated \_\_\_\_\_.

B. Bid Proposal for CITY OF UNION DELMAR SHOP FENCE INSTALLATION in the City of Union, Franklin County, Missouri dated \_\_\_\_\_.

C. Specifications and Contract Documents for CITY OF UNION DELMAR SHOP FENCE INSTALLATION in the City of Union, Franklin County, Missouri.

D. Plans for CITY OF UNION DELMAR SHOP FENCE INSTALLATION in the City of Union, Franklin County, Missouri.

6. Authority and Responsibility of the Parks and Recreation Director. All Work shall be done under the general supervision of the Parks and Recreation Director. The Parks and Recreation Director shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Contract Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

7. Royalties, Patents, Licenses and Fees. The Contractor agrees to pay for all royalties, patents, licenses and fees required to complete the Project and further agrees to defend all suits or claims for infringement on any patent right and to save the Owner and its agents harmless from loss or expense, including legal fees, on account thereof.

8. Contractor has executed and delivered to Owner a payment and performance bond in an amount equal to the contract price, and has obtained the execution of said bond by a corporate surety company. Said payment and performance bond shall serve as security for the faithful performance of this Contract by Contractor, including warranty provisions, and for the payment of all material costs and insurance premiums required hereby and for the payment of all persons performing labor and furnishing materials in connection with this Contract, whether by subcontractor or otherwise. The premiums on said payment and performance bond shall be paid by Contractor. If, at any time, Owner shall become dissatisfied for good cause with any surety or sureties then upon the payment and performance bond, or if for any other reason said bond shall cease to be adequate security for Owner, Contractor shall, within ten (10) days after notice from Owner to do so, substitute an acceptable bond in such form and signed by such other sureties as may be satisfactory to Owner. No payments from Owner to Contractor pursuant to this Contract shall be deemed due or payable by Owner until such bond, with satisfactory sureties, is on file with Owner.

City of Union, Missouri  
Owner

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

Title: Mayor

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_

Title: \_\_\_\_\_

Business Address

City of Union Delmar Shop Fence Installation  
EXAMPLE CONTRACT

EXIHIBIT A

---

City State Zip