



City of Wentzville  
Procurement Division  
1001 Schroeder Creek Boulevard  
Wentzville, Missouri 63385

**Invitation for Bids (IFB)  
General Contractor for Wentzville Public Works Facility, #23-008**

The City of Wentzville (the "City") is requesting sealed bids from qualified contractors for a general contractor for the new Wentzville Public Works Facility to be located at 1295 Interstate Drive (site is located southeast of Interstate Drive and Willmar Road), in Wentzville, Missouri, 63385. The project includes building and site improvements for a new 49,000 SF, one story, Public Works building, which will be the new home of the Public Works Administrative Offices and the Water, the Street, Stormwater, Signal, Fleet, and Facility Operations. The complex will also include a new 2,235 SF Wash Station building and a new 10,530 SF, fabric and concrete block Salt Storage structure, and some covered parking. The project and bid scope consists of several bid alternates that also will be considered for award.

Bidders are required to submit their bid response electronically through the City's eBidding system.

**ANTICIPATED BID SCHEDULE:**

1. **Bid Issued:** January 12, 2023
2. **Pre-Bid Meeting:** A non-mandatory Pre-Bid Meeting will be held at Wentzville City Hall, 1001 Schroeder Creek Blvd, Wentzville, MO 63385, in the Board Room, at 10 a.m. (local time), on January 19, 2023.
3. **Site Visit:** A non-mandatory site visit for bidders to walk the property (at the southeast of Interstate Drive and Wilmer Road, Wentzville, MO) will be held following the Pre-Bid meeting on January 19, 2023.
4. **Questions & Substitution Requests Due:** See eBidding System.
5. **Bid Opening:** See eBidding System. The bid opening will be conducted electronically on the date/time specified in the eBidding system. Since the launch of the City's eBidding system in 2017, bidders and the public have had the ability to view the bid tabulation from any computer or mobile device as soon as the bid is electronically unsealed / opened.

When the City electronically unseals the bid, the bid tabulation will be immediately available on the eBidding system on our website at <https://wentzvillemo.ionwave.net/Login.aspx>. *When you get to the log-in screen, you do not need to log-in. Just click "Closed Bids"; then click that particular bid. (The bid will not show up under "Closed Bids" until after the bid closing date/time.) As you scroll down, you will see "Bid Tabulation".*

6. Anticipated Board of Alderman approval is March 8, 2023

## TABLE OF CONTENTS

### INVITATION FOR BIDS

Cover Page	
Table of Contents	
Bidding Instructions	3
Special Requirements	5
Exhibit A – Qualifications	6
Exhibit B - References	9

### CONTRACT DOCUMENTS AND SPECIFICATIONS

City-Contractor Agreement and Terms & Conditions	12 to 25
General Conditions	GC-1 to GC-26
Exhibit C – Supplemental Bid Information	
Exhibit D – Scope of Work	
Exhibit E – Supplemental Contract Terms	
Exhibit F – Modification/Explanation of the Change Order Fee	
Exhibit G – Substitution Procedures. Substitution Request Form (during bidding)	
Plans & Specifications prepared by hdesigngroup	
Specifications Manual dated 12/15/22	
Construction Documents dated 12/15/22	
Wage Rate Order #29	
Geotechnical Report	

## BIDDING INSTRUCTIONS

### 1. **Background and Funding:**

This project is fully funded through City of Wentzville funding.

### 2. **Bid Schedule:** See Exhibit D. The schedule may be revised by the City to accommodate bidding or award procedures, weather, etc.

### 3. **Questions and Addendums:** Bidders are to submit written questions through the eBidding system. In order to ensure all potential respondents, receive the same information, the City will post its response through the eBidding system. No verbal interpretation will be recognized; any and all such interpretations shall be confirmed in an addendum to the bid by the City.

**Bidders are responsible for checking the City's website for the issuance of any addendums.** The City of Wentzville's Bidding Opportunities website shall be the official site for information as related to this IFB.

To ensure fair consideration for all bidders, the City prohibits communication to or with any City department(s), elected officials, or employee(s) during the submission process, except as provided above. Additionally, the City prohibits communications initiated by a bidder to the City official(s) or employee(s) evaluating or considering the bids prior to the time an award decision is made. Any communication between Bidder and the City will be initiated by the appropriate City official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid(s).

### 4. **Sealed Bids Required:** Bidders are required to submit their bid response electronically through the City's eBidding system. Faxed or emailed bids will not be accepted.

### 5. **Bid Bond / Bid Guarantee:** If the total project bid price exceeds \$50,000.00 a bid bond shall be included with the bid and shall be 5% of the bid amount. The bid bond shall be from a surety that is authorized to issue bonds in the State of Missouri; or a certified check or cashier's check payable to the City of Wentzville.

### 6. **Bidder Documentation:** All responses, inquiries, or correspondence relating to, or in reference to, this Invitation for Bid, and all reports, charts, displays, schedules, exhibits and other documentation by the Bidder shall become the property of the City when received. All bids submitted shall also become the property of the City. If any proprietary information is contained in the bid, it should be clearly identified. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a Bidder's bid submission, the City will comply according to Missouri Sunshine Law.

### 7. **Examination of Bid/Contract Documents and Site of Work:** The Bidder shall carefully examine the site of proposed work, the specifications, and the Bid/Contract documents before submitting a bid. The submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and as to the requirements of the Bid/Contract documents. Differing site conditions from the bid documents may not be used for justification of a change order.

### 8. **Product Substitutions:** Requests for product substitutions will be considered during bidding. All Substitution Requests are to be submitted to Bryon Oster with hdesigngroup via email at [bryon@hdesigngroup.com](mailto:bryon@hdesigngroup.com) and submittals directed to the attention of anyone other than the person

named will not be considered. The procedures outlining Substitution Requests are outlined in Exhibit G of this IFB # 23-008, and the Project Manual under Section 012500 and referenced Section 002600 – PROCUREMENT SUBSTITUTION PROCEDURES. The Substitution Request form included in the specifications must be filled out and be accompanied with the necessary product information. Failure to provide the product information with the Substitution Request will result in an outright rejection of the product. If Contractor's bid includes substitutions that were not approved, it shall be at the Contractor's risk and responsibility to demonstrate that the substitution is a "functional equivalent" product during submittal reviews. During the review process, if substituted products are determined not to be functionally equivalent, the Contractor shall provide products as specified at no additional cost to the City.

9. **Laws to be Observed:** The Contractor shall at all times observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the contract which, if in any manner, affect the execution of the work.
10. **Taxes:** This project is exempt from all sales taxes for construction materials and supplies used directly in fulfilling contract requirements. Sales tax shall not be included into the price(s) for this project. The contractor shall follow the regulations as outlined in Section 144.062 RSMo Construction Materials Exemption Allowed.
11. **Prevailing Wage:** The successful Bidder shall be required to comply in all respects with applicable State Statutory provisions concerning payment of prevailing wages on public works projects, Sections 290.210 through 290.340 RSMo as currently amended, and shall pay to all workmen performing under work contract not less than prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri.

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

12. **OSHA Required Training:** Pursuant to Section 292.675 RSMo, Contractor shall require all on-site employees to complete the ten-hour training program as required under Section 292.675 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Section 292.675 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such a ten-hour training program must hold documentation of prior completion of the program.
13. **Equal Employment Opportunity:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this Contract. A breach of this provision may be grounds for termination of this Contract.

14. The City of Wentzville hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15. **Use of City Logo or Trademark:** Use of the City of Wentzville's logo or trademark is restricted per City of Wentzville Municipal Code Section 100.150-160. The City logo or trademark is not to be used in bid submissions or advertisements. The Contractor agrees that it shall not use in any form or medium the logo or trademark of the City unless it receives the prior written approval of the Board of Aldermen of the City.

16. **Qualifications:** The City requires qualifications to be submitted with their bid. See Exhibit A.

17. **References:** The City requires references to be submitted with their bid. See Exhibit B.

18. **Method of Award:** The solicitation shall be awarded to the lowest, responsive, responsible bidder, the combination of a base plus alternate sections that will allow the most work to be completed within the City's budget and timeline.

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

The responsibility of the bidder shall be determined by the City based on whether the bidder is capable of meeting all of the requirements of the solicitation and subsequent contract; possesses full capability, including financial and technical, to perform as contractually required; and the quality and performance of previous contracts or services.

The City reserves the right, in its sole discretion, to reject any or all bids, or portions thereof, to waive technicalities or deficiencies in any or all the bids. The City of Wentzville reserves the right to cancel this IFB in part or in its entirety. This IFB does not commit the City of Wentzville to award a contract or to pay any costs to bidders in preparation of their bid.

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

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

If awarded the Contract, the successful bidder will have a maximum of ten (10) business days; excluding holidays from the date of the Notice of Intent to Award letter to submit supportive documentation as outlined in the notification letter. Failure to complete the outlined requirements within such a time frame shall be subject to forfeiture of the subject contract. The successful bidder shall register as a Supplier through the City's eBidding system, if not already registered.

20. **Protest Procedure:** The protest procedures are on the City's website at this [link](#).

21. **Performance Bond:** See Performance Bond requirements in the sample agreement at the end of this IFB.
22. **Payment Bond:** See Payment Bond requirements in the sample agreement at the end of this IFB.
23. **Maintenance Bond:** See Maintenance Bond requirements in the sample agreement at the end of this IFB.
24. **Bond Premiums:** See Bond Premium requirements in the sample agreement at the end of this IFB.
20. **Notice to Proceed:** Upon submission and acceptance of all items as outlined in the Notice of Award, the successful bidder will receive Notice to Proceed and will be required to attend a Pre-Construction Meeting prior to beginning work.

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

## General Contractor for Wentzville Public Works Facility, #23-008

### SPECIAL REQUIREMENTS

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

1. The bidder has visited and examined the project site(s) and has carefully examined the Contract Documents and Specifications and any and all Addenda.
2. If this Invitation for Bid is accepted, to furnish all tools, equipment, labor, materials, supplies, and services to construct the project in strict conformance with the Contract Documents and Specifications, within the time set forth therein, for the price indicated in his/her bid response. These prices are to cover all expenses incurred in performing the work required under the City-Contractor Agreement.
3. Time is of the essence. The Contractor will commence construction of the work promptly upon receipt of the Notice to Proceed, after the Pre-Construction Meeting, and will complete the project without delay in accordance with the Contract Documents and Specifications.
4. If the bid is accepted and awarded, the Contractor will substantially complete (make available for use) the said work within (To Be Determined) (TBD) calendar days from Notice to Proceed, and that should they fail to complete the work in the time specified or such additional time as may be allowed by the Engineer under the Contract, the amount of liquidated damages to be recovered shall be per the City-Contractor Agreement.
5. The bidder understands and will comply with all terms and conditions of these Bid Documents, the City-Contractor Agreement, and the Contract Documents and Specifications and any subsequent award or contract.
6. The bidder understands and agrees that by signing the Invitation for Bid the bidder is certifying that the bidder employs only personnel authorized to work in the United States in accordance with applicable federal and state laws. This certification applies to State of Missouri Immigration Alien Laws and statutes requiring local government(s) to have proof of a person's lawful presence within the United States before distributing "Public Benefits" (contracts, purchase orders, etc.) to that bidder.
7. Uploading Required Attachments: The bidder can begin uploading the required attachments at any time in the eBidding system; it is suggested that bidders complete and upload all the required documents as soon as possible prior to the bid deadline. The eBidding system will not allow a bidder to submit their bid unless all documents have been uploaded.
8. Permits/City Business License: See Scope of Work and the plans and specifications for permit requirements. The Contractor will be required to obtain a City Business License in order to apply for a permit. The fee for a one-year business license is fifty dollars.

### EXHIBIT A - QUALIFICATIONS

Bidder shall provide with their submission a completed Qualifications Form. Failure to provide qualifications may be cause for rejection of bid.

#### Organization

1. How many years has your organization been in business as a Contractor? \_\_\_\_\_

2. How many years has your organization been in business under its present business name? \_\_\_\_\_

3. Under what other or former names has your organization operated?  
\_\_\_\_\_  
\_\_\_\_\_

4. How many persons do you have working for the company?

Operators: \_\_\_\_\_ Carpenters: \_\_\_\_\_ Laborers: \_\_\_\_\_

Superintendents: \_\_\_\_\_ Office Management: \_\_\_\_\_ Other Trades: \_\_\_\_\_

5. What is your company's EMR? \_\_\_\_\_

6. State the amount of the deductibles on all insurance that you will be providing for the Project:

Workers Compensation Insurance: \_\_\_\_\_

Commercial General Liability Insurance: \_\_\_\_\_

Automobile Liability Insurance: \_\_\_\_\_



**EXHIBIT A – QUALIFICATIONS (CONTINUED)**

**Experience**

1. On a separate sheet list all projects completed by your firm in the past five (5) years, with a contract value of \$15M or greater. List project name, client, architect, total contract value, date of completion and percentage of the cost of work performed with your own forces.

2. List the categories of work that your organization normally performs with its own forces:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

## EXHIBIT A – QUALIFICATIONS (CONTINUED)

### Claims and Suits

If the answer to any of the questions below is “yes”, please attach written description of details.

1. Has your organization ever failed to complete any work awarded to it?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

### Other Construction Work

1. On a separate sheet, list major construction projects your organization has in backlog and in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

2. State total worth of work in progress and under contract: \$

3. State average annual amount of construction work performed during the past five years:

\$ \_\_\_\_\_

4. State current bonding capacity: \$ \_\_\_\_\_

5. State name of scheduling system currently being used:

\_\_\_\_\_

6. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Please identify which individuals you intend to commit to this project if awarded the Contract.

**Bidder Name:** \_\_\_\_\_

**EXHIBIT B - REFERENCES FORM**

Bidder shall provide with their submission, at least three references of current clients (within the past two years). Failure to provide references may be cause for rejection of bid. The City of Wentzville should not be used as a reference.

**(1)**

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Type of Service Provided

\_\_\_\_\_  
Dates/year(s) Service was provided

**(2)**

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Type of Service Provided

\_\_\_\_\_  
Dates/year(s) Service was provided

**(3)**

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Type of Service Provided

\_\_\_\_\_  
Dates/year(s) Service was provided



**Presented as Enclosure**  
**CITY - CONTRACTOR AGREEMENT #23-008**  
**General Contractor for Public Works Facility**

This CITY-CONTRACTOR AGREEMENT (this "Agreement"), is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ having a principal office at \_\_\_\_\_ (the "Contractor"), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

**RECITALS**

- A. In response to Invitation for Bid #23-008 for General Contractor for the Wentzville Public Works Facility, the Contractor has submitted a certain bid in accordance with the Bid Documents to perform the Services.
- B. After due consideration, the City has accepted the bid of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.
- C. **Award Amount consists of:** Base Bid \$ \_\_\_\_\_ plus Alternate(s).  
**Retainage:** 5%  
**Number of Days to Substantial Completion:** \_\_\_\_ (\_\_) calendar days from Notice to Proceed.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

- 1. **Contract Documents:** This Agreement shall consist of: (i) Invitation for Bid #23-008 including, without limitation:
  - a. Invitation for Bids #23-008
  - b. All Addendums and Questions/Answers issued to the bid
  - c. Bid Response (submitted by Contractor)
  - d. Qualifications Form – Exhibit A
  - e. References – Exhibit B
  - f. Supplemental Bid Information (submitted by Contractor) – Exhibit C
  - g. Scope of Work – Exhibit D
  - h. Supplemental Contract Terms – Exhibit E
  - i. Modification/Explanation to the Change Order Fee – Exhibit F
  - j. Special Requirements
  - k. E-Verify Memorandum of Understanding with Electronic Signatures
  - l. Affidavit of Participation in Federal Work Authorization Program Form

- m. Contractor Certificate of Insurance
- n. Evidence of Professional Liability Insurance
- o. Builders Risk Certificate
- p. Performance and Payment Bonds
- q. This City-Contractor Agreement (executed by City and Contractor)
- r. Terms and Conditions
- s. General Conditions
- t. Prevailing Wage Order #29
- u. Notice to Proceed (issued by City)

and shall also include any exhibits to the above documents, any addenda issued prior to receipt of bids, any duly-issued modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the Office of the Procurement Department and Office of the City Clerk of Wentzville, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).

2. **Term:** This Agreement shall become immediately effective and legally binding on the date last signed below, and shall remain in effect until its completion.
3. **Coordination of Contract Documents:** The Contract Documents are intended to be complementary and to describe and provide for a complete Work. In case of conflict or inconsistency, calculated dimensions will govern over scaled dimensions. In the instance when any provision(s) of the Contract Documents not explicitly listed above conflict, the provision(s) most advantageous to the City shall govern.

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

4. **Payment:** Contractor shall be paid for the quantities placed based on a percent complete per the amount quoted of each amount on the Bid Line Items. The Contractor shall submit all invoices complete with necessary supporting documentation and partial lien waivers to indicate the percentage complete of each sum amount to the City. The City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the services as shown on the Bid Line Items. Final determination of percentage complete will be made by the Engineer. Invoices shall be submitted no more than once a month except for the final payment. All invoices MUST HAVE an approved Purchase Order number. Invoices received without a Purchase Order number listed will delay payment. Invoices should be complete with necessary support documentation and Purchase Order number. Payment Terms: net 30 days. Remit Address is Accounts Payable, 1001 Schroeder Creek Blvd., Wentzville, MO 63385 or [accounts.payable@wentzvillemo.gov](mailto:accounts.payable@wentzvillemo.gov) . **Also see Exhibit E Supplemental Contract Terms.**
5. **Prompt Payment:** All public works contracts shall provide for prompt payment by the City to the Contractor (as well as prompt payment by the Contractor to the subcontractor and material supplier) unless contrary to any federal funding requirements, per RSMo 34.057.

6. **The Work/Contract:** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract shall include all compensation to Contractor due for the Work, which shall include all such work within the Base Bid and additionally all such Work within selected Alternate Bids. Any additional Work not within the Base Bid and Alternate Bids that is hereinafter approved by the City in writing shall be incorporated into the contract pursuant to a Change Order.
7. **Time of Completion:** Contractor shall commence work under this Agreement as specified in the Notice to Proceed and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.
8. **Guarantee:** The Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of Final Acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents. Whenever notified by the City that said repairs or replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such repairs or replacements within five (5) days after receipt of written notice, the City may use (and the Contractor agrees and consents to such use) the Maintenance Bond, according to the terms thereof, to make any necessary repairs or replacements to any portion of the Work. Upon expiration of the one (1) year guarantee period, the City shall release the Maintenance Bond, less any amounts reasonably necessary to remedy any of the Contractor's performance and/or maintenance obligations under this Agreement that may still be outstanding at the time of expiration of the guarantee period.
9. **Performance Bond:** If the Contractor's Bid is in excess of \$50,000.00, the Contractor shall procure and maintain a satisfactory performance bond (the "Bond") in an amount not less than 100% percent of the amount of the Contract for the benefit of the City of Wentzville ("City") as required by the laws of the State of Missouri within 10 days of the notice of award. The Performance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guarantee period established in this Agreement.
10. **Payment Bond:** If the Contractor's Bid is in excess of \$50,000.00, the Contractor shall procure and maintain a satisfactory performance bond (the "Bond") in an amount not less than 100% percent of the amount of the Contract for the benefit of the City of Wentzville ("City") as required by the laws of the State of Missouri within 10 days of the notice of award. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.

- 11. Maintenance Bond:** The Contractor shall procure and maintain a Maintenance Bond in the amount of 10% of the final Contract Sum after any and all Change Orders and/or amendments. The Maintenance Bond shall be in full force for a one (1) year guarantee period from the date of final acceptance. Final payment will not be made until the City receives the Maintenance Bond. The Bond shall serve to ensure required maintenance of the Project will be provided throughout the maintenance period.
- 12. Bond Premiums:** The premiums on all the Bonds shall be paid by the Contractor. The Bond shall remain in full force and effect during the life of the Contract (Performance and Payment) and during the term of any warranty (Maintenance) as required by the specifications and shall be held by the City.
- 13. Additional Requirements and Compliance:**
- a. The Contractor represents, warrants, and guarantees, and shall also furnish to City a certificate of authority or some other evidence as deemed appropriate by the City establishing that the Bond is from a surety that is: authorized to do business in the State of Missouri, authorized to become surety on the bonds or obligations of persons or corporations, solvent with paid-up capital of not less than the applicable amount provided by the laws of Missouri, and, if organized outside the State of Missouri, in compliance with all the provisions of Missouri law relating to insurance companies. If, at any time, City shall become dissatisfied with any surety or sureties, or if for any other reason the Bond shall cease to be adequate security for City, Contractor shall, within ten days after notice from the City, substitute an acceptable bond (the "Additional Bond") in form and sum and signed by other sureties as may be satisfactory to City. The premiums on the Additional Bond shall be paid by contractor. All requirements herein applicable to the bond shall also be applicable to the Additional Bond. No further partial payments to Contractor shall be deemed due, nor shall be made until the sureties on the Additional Bond shall have qualified.
  - b. The current power of attorney for the persons who sign for any surety company shall be attached to the Bond. The power of attorney shall be sealed and certified with the manual signature of an officer of the surety. A facsimile signature will not be accepted.
  - c. The failure of the Contractor to supply the required Bond along with the evidence of the required insurance coverage and other documents required by the Contractor within ten days after the executed acceptance is received by the Contractor shall constitute a default and the City may either award the contract to the next responsive bidder or re-advertise for bids, and may charge against the Contractor the difference between the amount of his/her bid and the amount for which a contract for the work is subsequently executed. If a more-favorable bid is received by re-advertising, the defaulting Contractor shall have no claim against City for a refund. Because of the difficulty of ascertaining the damages caused to City, said sum shall be considered liquidated damages and shall not constitute a penalty.
  - d. The Contractor shall supply the following documents to verify the authenticity of the bonds and bonding company:
    - i. The bonding company must be listed as an authorized carrier on the U. S. Department of the Treasury Bureau of the Fiscal Service Circular 570 "T-

Listing” and authorized to do business in the state of Missouri (<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>)

- ii. Provide proof that the bonding company has an “A” rating from BEST’S or Standard and Poor’s.
- iii. Provide written verification from the bonding company that the bond exists and that it is an obligation of the contractor.

**14. Contractor’s Liability Insurance:** The Contractor shall obtain and maintain during the term of this Agreement, the insurance coverage at least equal to the coverages set forth in this section and as further provided in the Terms and Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo as adjusted from year to year. Insurance policies providing required coverage shall be with companies licensed to do business in the State of Missouri and rated no less than A- by Best or equivalent and no additional payment will be made therefor by the City:

Commercial General Liability Insurance (including coverage for Products and Completed Operations, Bodily Injury, Personal & Advertising Injury and Property Damage)	\$2,000,000 per occurrence \$4,000,000 aggregate
Business Automobile Liability Insurance (covering any owned, hired and non-owned vehicles))	\$2,000,000 combined single limit
Employer’s Liability	\$1,000,000 bodily injury by accident (each accident) \$1,000,000 bodily injury by disease (each employee) \$1,000,000 bodily injury policy limit

In addition, the Contractor shall provide Workers’ Compensation Insurance in at least Missouri statutory amounts for all workers employed at the Project site.

Builder’s Risk required for this Project: Yes   X   No       

Unless otherwise provided, the Contractor shall purchase and maintain property insurance (Builder’s Risk Insurance) upon the entire Work at the site of 100% of the complete insurable value of the Project. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism, Flood, Earthquake, and Malicious Mischief and all risks.

Certificate(s) of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate(s) of Insurance must state on the Certificate: “The City of Wentzville, Missouri is an additional insured on a primary and noncontributory basis related to the General and Automobile Liability policies, and all insurers have waived their rights to subrogation.” Certificates shall contain a provision



that coverages afforded under the policies must be given 30 days written notice prior to cancelation. Changes or cancelation of coverage may cause a breach of contract.

Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

The Contractor waives all rights against the City for damages caused by fire or other perils to the extent covered by insurance. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

The City is to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City. The coverage shall include defense of claims against the City as additional insured.

The Contractor grants a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City. Each insurance policy required by this exhibit shall waive all rights of subrogation against the City for losses arising from work performed by the Contractor for the City. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Contractor shall not allow any required insurance policy to be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days written notice has been given to the City, or ten (10) days prior written notice for non-payment of premium.

Policy shall name the Contractor as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the services as outlined in this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of required insurance policies at any time.

All certificates must state, "**The City of Wentzville is an additional insured on a primary and noncontributory basis, and all insurers have waived their rights to subrogation on all policies**". Certificate Holder shall be listed as "City of Wentzville, Attention Procurement Division, 1001 Schroeder Creek Blvd., Wentzville, MO 63385." The field for waiver of subrogation and additional insured should be checked as well.

The Contractor shall require any contractors, subcontractors, and other persons doing business with or for the Contractor to maintain at least the insurance as required, or the liability for said party shall be covered by the Contractor. If the Contractor maintains broader coverage and/or higher limits than the minimum limits, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Limits may be satisfied by any combination of primary and excess/umbrella limits.

The City may amend or waive any insurance coverage or amounts required by this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

**Also see Exhibit E Supplemental Contract Terms and Scope of Work.**

- 15. Attorney Fees' and Costs:** The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity, or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.
- 16. Liquidated Damages:** The Contractor agrees and acknowledges that time is of the essence and that absence of reasonable progress and delay in the project becoming Available for Use, in Project Closeout, and in Final Acceptance will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work and/or receive Final Acceptance within the times stipulated in this Agreement, or within such extensions of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **One Thousand Five Dollars (\$1,500.00)** for each **Reasonable Progress Milestone (Per General Condition Section 1 paragraph 18)** not achieved, plus the sum of **One Thousand Five Hundred Dollars (\$1,500.00)** for each calendar day of delay past the allotted calendar days to achieve Available for Use (Substantial Completion – Same as the 100% Reasonable Progress Milestone) as notified by the City, plus **Five Hundred Dollars (\$500.00)** for each calendar day of delay past the allotted calendar days to achieve Final Completion / Completion of Punchlist, and Final Acceptance as notified by the City. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension shall in no way operate as a waiver of the City of any of rights under this Agreement.  
**Also see Exhibit E Supplemental Contract Terms.**
- 17. Termination:** The City shall have the right to terminate this Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under this Agreement an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor pursuant to this Agreement. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
- 18. Compliance with Federal, State and Local Law:** The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.
- 19. Prevailing Wage:** The Contractor shall be required to comply with all applicable provisions concerning the payment of prevailing wages on public works projects, as provided in the General Conditions. A copy of the applicable Annual Wage Order and Incremental Increases for each occupational title required under this project is included in the Bid Documents and the Contract Documents.

**20. OSHA Required Training:** Pursuant to Section 292.675 RSMo, Contractor shall require all on-site employees to complete the ten-hour training program as required under Section 292.675 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Section 292.675 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such a ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Section 292.675 RSMo and such penalties shall be forfeited to the City pursuant to such Section. Penalties for non-compliance include contractor forfeiture to the City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from this Agreement all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675 RSMo.

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

**22. Other Representations, Warranties and Other Covenants by the Contractor:** The Contractor represents and warrants that the Contractor (i) is organized and existing to conduct business in the State of Missouri; (ii) has received all necessary approvals to enter into this Agreement; (iii) has been engaged in such work as is required for the Services; (iv) has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises; (v) and has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

**23. Amendment; Waiver:** The City may add, delete, or amend services. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

**24. Accounting:** During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times

have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

- 25. Governing/Choice of Law; Jurisdiction:** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri, or the U.S. District Court for the Eastern District of Missouri.
- 26. Force Majeure:** City or Contractor may, without liability, delay performance or cancel this Agreement on account of force majeure events or other circumstances beyond its control and without its fault or negligence, including, but not limited to, strikes, acts of God, political unrest, riots, epidemics, pandemics, embargo, or casualty.
- 27. Headings:** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 28. Representations:** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.
- 29. Severability:** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

**CONTRACTOR**

**CITY OF WENTZVILLE, MISSOURI**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name & Title

Attest:

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**General Contractor for Public Works Facility #23-008  
TERMS AND CONDITIONS**

**Also see Exhibit E Supplemental Contract Terms.**

**Independent Contractor.** The Contractor shall be and operate as an independent Contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Contractor shall notify the City of the nature and impact of such conflict.

**Subcontracts.** The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law.

If the Contractor submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Contractor of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Contractor warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo, upon the receipt of such payment by the Contractor, will not be subject to a lien under 429.015 RSMo.

**Assignment.** This Agreement shall not be assigned by the Contractor to an unrelated entity. Contractor may be permitted to assign this Agreement to a wholly-owned subsidiary or related company, provided City consents in writing to such proposed assignment after the City is provided such information as requested by the City for it to conclude that the subsidiary or related company is fully able to perform the obligations of Contractor under the Agreement. The City may withhold such consent and thus bar any such assignment as it deems appropriate.

**Indemnification; No Personal Liability; Immunity Retention.**

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its elected officials, officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently or improperly performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified herein and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

To the extent work is performed on private property of other persons or entities, whether subject to an easement or not, the Contractor agrees to defend and indemnify and hold harmless such property owner from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or

any other circumstances, sustained by such property owner, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of such property owner.

No Personal Liability. No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Contractor shall look solely to the City for the satisfaction of any claims the Contractor may have arising under this Agreement.

Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to, have waived or relinquished any immunity or defense on behalf of the City, or its Aldermen, officers, administrators, directors, board members, or employees.

**Also see Exhibit E Supplemental Contract Terms.**

**Insurance.** The Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the Invitation for Bids, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo, as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability (errors and omissions) insurance in the form for the coverages satisfactory to City as indicated in the Invitation for Bids, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo applicable to political subdivisions unless otherwise approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

**Non-Disclosure / Confidentiality.** The Contractor agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

**Changes.** No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Non-appropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices.

The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Other Contractors.** The City reserves the right to employ other Contractors in connection with the Services.

**Invitation for Bids.** If the City issued an Invitation for Bids in connection with the Services, such Invitation for Bids and the bid of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the Invitation for Bids and the executed City-Contractor Agreement or bid of the Contractor, the requirements of the City's Invitation for Bids and this executed City-Contractor Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

**Work Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. The Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Contractor shall promptly deliver to the City any documents, and work product, whether printed or electronic.

**Personnel.** The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's bid and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

**Compliance with State Immigration Statutes.** As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

**Anti-Discrimination Against Israel Act.** Provided this contract is in an amount of \$100,000 or more OR Contractor has 10 or more employees, pursuant to Section 34.600 RSMo, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from (i) the State of Israel, (ii) companies doing business in or with Israel, or authorized by, licensed by, or organized under the laws of the State of Israel, or (iii) persons or entities doing business in the State of Israel.

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

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

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

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

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly sworn, on my  
(Name) (office held)  
oath, affirm \_\_\_\_\_ is enrolled and will continue to participate in a  
(company name)  
Federal work authorization program in respect to employees that will work in connection with the contracted  
services related to the services being provided to the City of Wentzville for the duration of the  
contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm  
that \_\_\_\_\_ does not and will not knowingly  
(company name)  
employ a person who is an unauthorized alien in connection with the contracted services for the  
duration of the contract, if awarded.

Attached to this affidavit is documentation of \_\_\_\_\_'s  
(company name)  
participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK  
AUTHORIZATION PROGRAM)

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false  
statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).*

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Missouri )  
) ss.  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
My commission expires:

Notary Public



Presented as information; not required with bid

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

**Electronic Signature Page**

<https://www.uscis.gov/e-verify>