

BID PROPOSAL

THE CITY OF WARSON WOODS



SNOW REMOVAL SERVICES 2014

SEPTEMBER 2014
CITY OF WARSON WOODS, MISSOURI

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INVITATION FOR BIDS

Sealed Bids for the **Snow Removal Services – 2014** (the “Services”) will be received by the **City of Warson Woods**, City Clerk, 10015 Manchester Road, Warson Woods, Missouri, 63122 until **11:00 a.m. CST, on _____, _____, 2014** at City Hall at which time the bids will be publicly opened and read aloud.

The City of Warson Woods is seeking to award a contract to one or more qualified bidders for the Snow Removal Services. Bidders are invited to submit proposals identifying the costs for Snow removal from public streets owned by or controlled under the jurisdiction of the City (collectively the “Rights-of-Way”).

The Scope of Work for snow removal (hereinafter the “Work”) includes snow removal/control and removal of associated hazards. The City is not obligated to use the Bidders service but seeks to have a contract to provide the services defined herein on an as needed basis.

Bid packages will be available on _____, 2014 from the City Clerk at City Hall upon payment of a non-refundable fee of \$15 per set.

A Bid Security in the amount of \$1,500.00 must accompany each Bid in accordance with the Instructions to Bidders.

Proposals must be delivered prior to the time and at the place indicated above. Each proposal shall be placed in a sealed envelope entitled “Snow Removal Services – 2014”. **ONLY SEALED PROPOSALS WILL BE ACCEPTED.** All proposals must be made on the forms furnished by the City, and the entire set of documents submitted intact.

The CITY OF WARSON WOODS shall award any contract based on the proposal that, in its sole discretion, best meets the interests and requirements of the City. The CITY OF WARSON WOODS reserves the right in its sole discretion to reject any and all proposals or portions thereof, to waive technicalities or deficiencies in any or all the proposals, to negotiate with any or all bidders or others for more favorable terms or prices, and to award the contract to other than the bidder submitting the lowest cost proposal, with or without negotiation.

Bidding Documents include the Notice and Instruction to Bidders, the General Conditions, the Specifications and Conditions, the Proposal form, the proposed Agreement for Snow Removal Services, the Bidders Information Sheet form, Exhibits, and any Addendum issued prior to receipt of proposals and all modifications.

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INSTRUCTIONS TO BIDDERS

Introduction

The City of Warson Woods is a city of the 4th Class that maintains approximately 10 miles of public streets. The City has a program to purchase and apply salt to those streets during the periods of freezing precipitation but is in need of the services of a contractor to remove the snow from the streets in situations when salt application is not sufficient to clear the streets. The City at times may require contractor to apply deicing salt on City streets by use of the City's supply of salt. Therefore, the bidder should provide pricing for snow plowing and application of deicing salt. The City seeks Bids in alternate forms: first on an hourly rate basis and, second, on a per snow event basis depending on the amount of snowfall.

1. DEFINITIONS

1.1 Bid Documents include the Invitation to Bid, Instructions to Bidders, the alternate Bid Forms and the proposed Contract Documents including any Addendum issued prior to receipt of bids. The Contract Documents proposed for the Work consists of the Agreement of Snow Removal Services (the "Agreement"), Performance Deposit, the Specifications, all Addendums, and all Modifications.

1.2 All definitions set forth in the General Conditions of Agreement for Snow Removal Services or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addendums are written or graphic instruments issued prior to the execution of the Agreement for Snow Removal Services, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 Alternate Bid is an amount stated in the "Alternate Bid" Form ("Per Occurrence") submitted to be considered as an alternative to the Unit Price ("Hourly") Bid.

1.6 Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.7 Bidder is a person or entity who submits a Bid.

1.8 Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

2. BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making this Bid represents and warrants that:

2.1.1 He has read and understands the Bidding Documents and his/her Bid is made in accordance therewith.

2.1.2 He has visited the City, has familiarized himself with the public streets and conditions under which the Work is to be performed and has correlated his/her observations with the requirements of the proposed Contract Documents.

2.1.3 His/her Bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

3. BIDDING DOCUMENTS

3.1 Copies

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his/her Bid.

3.2 Interpretations or Correction of Bidding Documents

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the public streets and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request, which shall reach the City at least seven (7) days prior to the date for receipt of Bids.

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

3.3 Substitutions

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality, which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of

Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, at its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 Addendum

3.4.1 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

3.4.2 Addendum will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.3 Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.4 No Addendum will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one, which includes postponement of the date for receipt of Bids.

3.4.5 Prior to submitting his/her Bid, each Bidder shall ascertain that Bidder has received all Addendums issued, and Bidder shall acknowledge receipt of all such Addendums on his/her Bid.

4. BIDDING PROCEDURE

4.1 Form & Style of Bids

4.1.1 Included in the Contract Documents (attached) is a separate, complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid.

4.1.2 All blanks on the Bid Form shall be filled in by a word processor or printed clearly manually in black or blue ink. No pencil please.

4.1.3 Any interlineations, alteration or erasure must be initialed by the signer of the Bid.

4.1.4 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his/her Bid Security, state his/her refusal to accept award of

less than the combination of Bids he/she so stipulates. The Bidder shall make no additional stipulations on the Bid Form nor qualify his/her Bid in any other manner.

4.1.5 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid Security

4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank and payable to the City of Warson Woods, Missouri, in an amount of not less than \$1,500.00. If the Bidder fails to enter into a contract with the City on the terms stated in his/her Bid, or fails to furnish a Performance Deposit as required by the Contract Documents, the amount of the Bid Security shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City will have the right to retain the Bid Security of Bidders to whom an award is being considered until either (a) the Agreement for Snow Removal Services has been executed and the Performance Deposit has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Security of all Bidders to whom an award is not being considered shall be returned promptly after the Bid opening.

4.3 Submission of Bids

4.3.1 Bidders must complete and submit with their Bids the following:

1. A designation of the Work, item-by-item, including the related dollar amount and total dollar amount, to be performed by the Bidder with his/her own forces;
2. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
3. The names and addresses of each and every person or entity that is to furnish materials or equipment proposed for the principal portions of the Work.

4.3.2 All copies of the Bid, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the **City of Warson Woods, Snow Removal Services – 2014, 10015 Manchester Road, Warson Woods, Missouri 63122** and shall be identified with as being submitted for the Snow Removal Contract, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.4 Modification or Withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his/her Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5. CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 Unless stated otherwise in the Invitation for Bid, the properly identified Bids received on time will be opened publicly and will be read aloud.

5.2 Rejection of Bids

5.2.1 The City has the right in its sole discretion to reject any and all proposals or portions thereof, to waive technicalities or deficiencies in any or all the proposals, to negotiate with any or all Bidders or others for more favorable terms or prices, and to award the contract to other than the Bidder submitting the lowest cost proposal, with or without negotiation. The City reserves the right to reject any and all Bids for any reason.

5.3 Acceptance of Bid (Award)

5.3.1 The City shall award a contract based on the proposal or proposals that, in its sole discretion, best meets the interests and requirements of the City. The City may make any investigation of a Bidder, as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City.

5.3.2 It is the intent of the City to award the Contract(s) to the lowest, most expeditious/cost effective snow removal bid package which does not compromise public safety and is a responsible reasonable Bidder(s) provided the Bid(s) has/have been submitted in accordance with the requirements of the Bidding Documents and does/do not exceed the funds available. However, the City reserves the right to accept the Bid(s), which, in the City's judgment, is in the best interest of, and most advantageous to the City even if not the lowest Bid. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid(s) which, in its judgment, is in the City's own best interests.

5.3.3 The City shall have the right to accept alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

6. POST BID INFORMATION

6.1 Submittals

6.1.1 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his/her option (1) withdraw his/her Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his/her Bid price.

6.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

7. AWARD OF CONTRACT

7.1 Following receipt to the satisfaction of the City of all information required under Paragraph 6.1 above, the City shall mail to the successful Bidder the Notice of Award of the Contract.

7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Performance Deposit required by Paragraph 8 below and the Certificates of Insurance required by subparagraph 9.1.3 of the General Conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Deposit and Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder, in which case the Bid Security of the defaulting Bidder shall be forfeited to the City.

8. PERFORMANCE DEPOSIT

8.1 Deposit Requirements

8.1.1 Upon selection by the City and prior to commencing any Work, the Contract shall furnish a Deposit as set forth in Section 5.6 of the General Conditions.

9. FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

9.1 Form to be used

9.1.1 The Agreement for the Work shall be in the form supplied by the City and included in these Bidding Documents.

10. INSURANCE REQUIREMENTS

10.1 Prior to commencing any Work, the Contractor shall furnish proof to the City that it has adequate insurance in force that will protect and hold harmless the City of Warson Woods and its agents against all injury or damage claims arising from fault by Contractor's performance of all phases of Work.

11. SPECIFICATIONS

11.1 Snow Removal Specifications – See Attachment 1

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GENERAL CONDITIONS

ARTICLE 1: CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 Contract Documents: The Contract Documents consist of the Agreement for Snow Removal Services, General Conditions, Non-Collusion Affidavit, the Snow Removal Specifications, all Addendums, and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 Contract: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 Work: The term Work includes all labor necessary to complete the job(s) required by the Contract Documents, and all services, materials and equipment incorporated or to be incorporated.

1.1.4 Services: The “Services” is the total Work performed under the Contract Documents, which may be the whole or a part.

1.1.5 Specifications: The Snow Removal Specifications.

1.2 Execution, Correlation, Intent, and Interpretations

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and Contractor.

1.2.2 The Contractor represents that the Contractor has visited the City, familiarized himself with the public streets and local conditions under which the Work is to be performed, and correlated his/her observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided Subparagraph 3.3 necessary for execution and completion of the Work. Words, which have well-known technical or trade meanings are used herein in accordance with such, recognized meanings.

1.3 Copies Furnished & Ownership

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of five (5) copies, free of charge, of the Specifications for the execution of the Work.

1.3.2 All specifications and copies thereof furnished by the City are and shall at all times remain the property of the City.

ARTICLE 2: CITY

2.1 Definition

2.1.1 The City is the person or organization identified as such in the Agreement for Snow Removal Services. The term City means the City or its authorized representative.

2.2 City's Right to Stop the Work

2.2.1 If the Contractor fails to execute Snow removal services or correct defective Work in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 City's Right to Carry Out the Work

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may without prejudice to any other remedy the Contractor may have arranged for the Work to be performed or completed by a third party. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE 3: CONTRACTOR

3.1 Definition

3.1.1 The Contractor is the person or organization identified as such in the Agreement for Snow Removal Services and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his/her authorized representative. The Contractor shall not subcontract except as set forth in the Agreement for Snow Removal Services.

3.2 Supervision Procedures

3.2.1 The Contractor shall supervise and direct the Work, using his/her best skill and attention. The Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

3.3 Labor and Materials

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall no longer be assigned to perform any Work provided under the Agreement for Snow Removal Services.

3.3.3 The labor provided by the Contractor shall be directed to be a workman-like character with respect to the removal methods and quality of completed Work; and, shall not, except when performing the Work, encumber City property or streets with materials and/or equipment.

3.4 Warranty

3.4.1 The Contractor warrants to the City that all Work will be of good quality and in conformance with the Contract Documents and that the Work will be performed in a workman-like manner in accordance with the Specifications and industry standard for such Work. All Work not so conforming to these standards shall be considered defective.

3.5 Supervisor/Point of Contact

3.6.1 The Contractor shall employ a competent supervisor and necessary assistants who shall coordinate and oversee the Work for the duration of the contract. This person shall be responsible for the satisfactory performance and completion of the Work and shall ensure that all Work is being carried out in accordance with the Contract Documents. He/she is also the City's point of contact with Contractor and is to relay any conflicts or discrepancies that arise during the Work to the City for resolution or interpretation. The name of the person selected as superintendent and his/her qualifications shall be submitted at the time of Bids and shall be approved in writing by the City. The supervisor shall not be changed during any winter season except with the written consent or at the request of the City. The supervisor shall represent the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

3.7 Responsibility for those performing the Work

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his/her employees, agents and all other persons performing any of the Work under contract with the Contractor.

3.7.2 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required to these specifications. All

workmen shall have sufficient skill and experience to perform properly the work assigned to them.

3.8 Indemnification

3.8.1 The Contractor shall indemnify, hold harmless and defend with counsel of the City's choosing, the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting, in any way, directly or indirectly, from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from unless such claims, damages or losses are caused solely by the negligent act of the City.

3.8.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed him or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.8.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4: SUBCONTRACTORS

4.1 Definition

4.1.1 Subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his/her authorized representative.

4.2 The Contractor shall not subcontract and shall perform all Work with his/her own work force.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 Governing Law

5.1.1 The Contract shall be governed by the Laws of the State of Missouri and venue shall be in St. Louis County, Missouri.

5.2 Successors & Assigns

5.2.1 The City and the Contractor each binds himself, his/her partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal

representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

5.3 Notices

5.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

5.4 Rights & Remedies

5.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.5 Royalties & Patents

5.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

5.6 Performance Deposit

5.6.1 The Contractor shall furnish the Performance Deposit in the amount of \$5,000.00 to secure, and may be used by the City to undertake and/or complete, the performance of any Work required by the Contract or to repair any damage to public or private property caused by the Contractor in his/her performance of the Work as set forth in Section 8.2.4.

5.6.2 The Contractor will reimburse the City for the replacement of public property such as, but not limited to, signs, sign posts, delineator posts, curbs, gutters, inlets, sidewalks, etc., and reimburse the owner of any private property, which is damaged by reason of snow removal operation under this agreement. If the Contractor fails to pay or repair the damage within ten (10) days of being notified of same by the City, the City may use the Performance Deposit to properly repair any such damage and the Contractor shall forfeit such amount of the guarantee as needed to make such repairs, including but not limited to the restoration, maintenance and/or rehabilitation of damaged areas and all affected streets and/or sidewalks. Any portion of the Performance Deposit amount not expended or budgeted for expenditure shall be refunded when the Contract expires. Any amounts expended in excess of the Deposit amount shall be paid to the City within ten (10) days of notification of the deficiency. The City may hold the Contractor liable for unusual wear and tear or damage to the streets, curbs and sidewalks resulting from the Contractor's usage of the City's streets and rights-of-way and require restoration of the streets,

curbs and sidewalks to their original condition. Whenever during the life of this Contract the City is forced to use all or a portion of the Deposit, the Contractor shall restore, within five (5) days, the deposit amount to its original amount.

ARTICLE 6: TIME

6.1 Definitions

6.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

6.1.2 The date and time of Commencement of the Work is the date and time established by the authorization to proceed and per the Agreement for Snow Removal Services.

6.1.3 The term “day” as used in the Contract Documents shall mean calendar day.

6.2 Progress & Completion

6.2.1 The Contractor shall be ready willing and able to provide the Services on the date and time of commencement. When called upon by the City to commence the Work, the Contractor shall carry the Work forward expeditiously with adequate forces and shall complete all Work without delay in accordance with the requirements as defined herein.

6.2.2 Completion of the Work should be in accordance with the time limits set forth in the Contract requirements. If the Contractor fails to begin or complete the Work, unless the delay is excusable under the provisions of Subsection 6.3 hereof, the City shall be permitted to contract with a third-party to perform the Work and use the Performance Deposit to pay for any difference in cost between the price City reasonably would have paid contractor and the actual cost invoiced by the third-party for performing the Work. If the amount exceeds the Deposit amount, the remainder is payable to the City by Contractor and may be deducted from any sums due or to become due to Contractor from City.

6.2.3 After Commencement of the Work, and until termination of the Agreement, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the Work. If the Contractor falls behind for any reason the Contractor shall promptly take such action as is necessary to remedy the delay, and shall notify the City of said action resulting delays that may result. Any increase in cost incurred in remedying a delay, which is not excusable under Subsection 6.3 hereof, shall be borne by the Contractor.

6.3 Delays Beyond Contractor’s Control

6.3.1 If the Contractor fails to initiate and/or complete the Work in accordance with the contract solely as a result of the act or neglect of the City, or due to extreme weather conditions that would endanger the safety of Contractors employees the Contractor shall not be required to forfeit the Performance Deposit to the City pursuant to Subsection 7.2.3 hereof.

6.3.3 Except as set forth in 6.3.1 above, weather alone shall not constitute good cause for delay.

6.3.4 In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his/her rights under this Article 7.

ARTICLE 7: PAYMENTS AND COMPLETION

7.1 Contract Sum

7.1.1 The Contract Sum is stated in the Agreement for Snow Removal Services and is the total amount payable by the City to the Contractor for the performance of the Work.

7.2 Application for payment

7.2.1 The Contractor for each individual item of Work performed shall submit billing for Work done under this Agreement no more than ten (10) days after that Work is performed. Billing will be in a form and with such detail specified by and acceptable to the City.

7.2.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

7.3 Payment

7.3.1 During and after the performance of the Work is performed the City will make such inspections as deemed necessary and if the City finds the Work to be acceptable and in compliance with all requirements as defined herein. If the Contractor has made Application for Payment as above, the City will, in accordance with the Agreement for Snow Removal Services, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

7.3.2 The acceptance of payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 8: PROTECTION OF PERSONS AND PROPERTY

8.1 Safety Precautions & Programs

8.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

8.2 Safety of Persons & Property

8.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees performing the Work and all other persons who may be affected thereby;
2. The City and all public property, including streets, curbs, gutters, inlets, manhole covers, sidewalks, etc.; and
3. Other property in the right-of-way or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, automobiles, driveway aprons, mail boxes, structures, utilities, street and traffic signs, and all other City or privately owned property.

8.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. No additional payment will be made and this work shall be considered incidental to the Contract.

8.2.3 When the use or temporary storage of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

8.2.4 All damage or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by anyone for whose acts the Contractor may be liable shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor (the "Damage Claim"), and if the City shall have a legitimate basis for believing that the Damage Claim is valid, the Damage Claim shall be submitted by the City to the Contractor who shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim from the City. In addition, where the City has determined there to be a legitimate basis that the Damage Claim is valid, the City shall have the option to withhold payment of funds until (1) such damages are repaired; or (2) the City has been provided with evidence that the Contractor has made restitution to the complainant.

8.2.5 The Contractor shall designate a responsible member of his/her organization whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE 9: INSURANCE

9.1 Contractor's Liability Insurance

9.1.1 The Contractor shall obtain and maintain during the term of the Project and the City Contractor Agreement the insurance coverages at least equal to the coverages set forth in this paragraph 9.1.1, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

| | |
|---|---|
| Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage) | \$2,700,000 per occurrence \$2,700,000 aggregate |
| Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage) | \$2,700,000 per occurrence \$2,700,000 aggregate |
| Employer's Liability | \$2,700,000 bodily injury by accident (each accident) \$2,700,000 bodily injury by disease (each employee) \$2,700,000 bodily injury policy limit |

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed by Contractor for the Work.

Before commencing the Work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 9.1.1. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverages or amounts required by this paragraph 9.1.1 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

ARTICLE 10: SPECIAL PROVISIONS

10.1 Access

10.1.1 Work performed in the areas of intersections and roadways shall be performed in a manner to ensure access is not denied to these areas.

10.1.2 Access to private driveways shall not be denied, except for limited time periods to perform a specific work task/effort.

10.1.3 Snow removed from roadway intersections and cul-de-sacs shall be removed in a manner that does not result in the placement of the excess amounts of snow that accumulates in these areas from being deposited or placed in front of a driveway.

10.2 Work Limits

10.2.1 The Work limits consist of the public streets rights-of-way and acquired easement areas. The Contractor shall limit his/her operations accordingly. The Contractor shall acquire the property owner's permission for any activity outside the public right-of-way or easement areas.

10.3 Purchases of Materials & Equipment; Sales Tax Exemption

10.3.1 Sales to Contractors who purchase materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current exemption letter and a project exemption certificate to the contractor authorizing the purchases for the Snow Removal Contract. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the Snow Removal Contract.

10.3.2 A project exemption certificate shall include, but may not be limited to, the following:

1. The exempt entity's name, address, Missouri Tax Identification Number and signature of authorized representative of the exempt entity;
2. The project location, description and unique identification number;
3. Date the contract is entered into;
4. The estimated completion date; and
5. The certificate expiration date.

10.3.3 Contractors must provide a copy of the exempt organization's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the project.

10.3.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

10.3.5 Suppliers shall render to the contractor invoices bearing the name of the exempt organization and the project identification number. The purchasing contractor must retain these invoices for a period of five (5) years.

10.3.6 Contractors must file a sales tax return for all excess resalable materials and supplies, which are not returned to the supplier. This return must be filed and paid not later than the due date of the contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

10.3.7 An exempt organization that fails to revise the project exemption certificate expiration date as necessary to complete any work required by the contract will be liable for any sales tax due as determined by an audit of the contractor.

***SNOW REMOVAL
SPECIFICATIONS***

SNOW REMOVAL SPECIFICATIONS

- 1. Services:** The City requires **top priority scheduling** by Contractor for snow removal to assure that streets are adequately cleared. When the weather is conducive to snow, Contractor agrees to remain ready, willing and readily available to begin snow removal when advised by a City or through logical assessment of weather conditions (including overnight periods) in the immediate area. Contractor shall use its best effort to remove snow in an efficient and prompt manner while working safely and responsibly within the City. Contractor shall provide all equipment, machinery, vehicles, supplies, labor and supervision to provide snow removal services, including plowing snow and, if requested by the City, applying deicing salt on roadways and streets within the City of Warson Woods.
- 2. Independent Contractor:** Unless otherwise directed as to salt, all work supplies shall be furnished by Contractor, who assumes full responsibility for obtaining the same in quantities required and who shall pay for all such supplies, including all associated shipping fees.
- 3. Storage of Equipment and Supplies:** Contractor shall be responsible for the proper storage and handling of equipment and supplies, at the Contractor's facility and/or at a location found to be acceptable to the City, so as to ensure the required quality and quantity thereof. If Contractor changes the location of the Contractor's equipment and material storage facility stated on the response, Contractor shall notify the City immediately.
- 4. Time is of the Essence:** A sense of urgency must exist on the part of the Contractor recognizing that residents use the roadways to travel to and from work and/or educational opportunities. Contractor shall use the required equipment and manpower to complete the job in the most expeditious/cost effective manner so as to result in the lowest possible cost to the City without compromising public safety. Safety measures must be at a high level to ensure residents of the City are minimally impacted.
- 5. Travel Time:** The City will not pay for (1) travel time from Contractor's base of operation to work locations, whether Contractor's first mobilization or any subsequent trips required to reload trucks with salt (except loading/reloading City's salt at its storage site) or get other equipment, or for (2) equipment that is not fully operational during snow removal.
- 6. Point of Contact:** Contractor shall provide the City with a list of personnel who are authorized to mobilize equipment and manpower to remove snow from the City Right-of-Way. The City shall be able to reach the point of contact(s) twenty-four (24) hrs./day, seven (7) days a week. Contractor shall also provide the City with a list of personnel that will be the points of contact for the City during normal business hours.
- 7. Authorization to Mobilize:** The City will monitor weather conditions during periods in which inclement weather conditions could result in unsafe road conditions. Once the City has determined that treatment and/or removal operations are required to maintain the City streets in a safe condition, the City shall contact Contractor with authorization to proceed after which the Contractor must be on the road and operating within one (1) hour of receiving authority to proceed. Contractor shall only mobilize after receiving authorization from the Mayor or his/her designee(s). Contractor shall also mobilize and be on the road and operating within one (1) hour of being notified by the Mayor or his/her designee(s) or upon notification from the St. Louis County Police Department. The names and contact numbers will be provided to the Contractor upon awarding of the contract.
- 8. Order of Streets:** The City streets shall be "plowed" (and, if requested, treated) in the order specified below unless the Mayor and/or his/her designee(s) directs otherwise. Removal operations

shall continue until the designated roadways per Attachment 5 are satisfactorily free of Snow or until the units are halted by order of the City.

A. Order in which streets plowed/treated:

1. **Woodlawn Ave.**
2. **Flanders Dr. (between Woodlawn and Bennett)**
3. **Bennett**
4. **Warson Woods Drive**
5. **All other streets shown/listed on Attachment 5**

9. **Deicing Salt Application Rate:** If required to apply salt, Contractor shall use City's supply of salt for application to City streets. If salt application is requested by the City, Contractor shall apply salt at an approximate rate of 200 to 500 lbs. per lane mile per application. Should conditions be such that Contractor deems a higher application rate is required to effectively clear the roadway and/or ensure public safety, Contractor shall get authority from the Mayor or his/her designee(s) prior to applying at the higher rate. Contractor shall apply the minimum amount of salt required to clear the roadways without compromising public safety.

10. **Radio Contact/Safety:** All of Contractor's vehicles shall (1) be radio or telephone equipped to communicate with the supervisor, and (2) be equipped with any required safety equipment as required by City Ordinance, St. Louis County, or State Regulations.

11. **Plow Width:** All snowplows on 2½ Ton trucks (Dual Tandem Dump Truck) and larger shall be at least ten (10) feet in width. The snowplows on smaller trucks shall be at least seven (7) feet in width.

12. **On Call:** Equipment and operators are to be available on a twenty-four (24) hour basis, seven (7) days per week, including holidays.

13. **Equipment:** Contractor shall define the minimum number of pieces of equipment Contractor will commit at all times to clearing the City's roadways of Snow in the most expeditious/cost effective manner so as to result in the lowest possible cost to the City without compromising public safety. Bidders must state the following information on each piece of equipment offered:

- A. Manufacturer, type and size of unit stating salt hauling capacity in tons.
- B. Year manufactured.
- C. Plow blade width.
- D. Type and size of spreader.

14. **Prices:** Prices to be on an hourly basis, regardless of time of day, or day of week, including holidays.

15. **Forms to be Used:** For invoicing, Contractor shall utilize the attached "**ROAD SALT USAGE REPORT**" form to document billing for each truck, quantity of material used and any other information called out on the record. Additionally, the Contractor shall keep records of Road Salt Usage for all storm events and submit these records to the City of Warson Woods after each snow or ice event and in no instance later than May 1st annually. The City of Warson Woods requires this information for annual submission to the Metropolitan Sewer District (MSD) as a co-permittee for the Municipal Separate Storm Sewer Permit. Forms required include Road Salt Usage Report (Process Description) and Road Salt Usage Report (Storm Event Summary). These reports shall be submitted completely – to include any necessary comments. The contractor shall keep backup documentation that substantiates these summary reports and shall submit them with a copy of the report annually. The report shall be typed or electronically submitted via PDF or other suitable format requested by the City. Should the reports/ forms submitted be deemed unacceptable or of questionable accuracy by the City, the Contractor shall complete these forms until these reports are deemed satisfactory by the City. An example of completed forms is

provided in Attachment 4. Please note – there may be annual variations in this form where different data elements are provided. The content of the form is determined by MSD and is generally available in mid-November annually. The City will provide blank copies of the annually required form(s) to the Contractor.

16. Public Streets Only: The roadways and streets included in these specifications are all “Public” roadways of the City as set forth in detail in Attachment 5 to the Agreement. No payment will be authorized for Work performed on Private roadways, drives or parking lots.

17. Breakdowns and Backup/Alternate Equipment: Contractor shall keep all necessary vehicles and equipment operational and good working condition at all times throughout the contract period. Contractor shall immediately contact the City to report any breakdowns. In the event a breakdown cannot be repaired within one (1) hour, Contractor shall utilize backup/alternate equipment until repairs are completed. Complete descriptions of all backup/alternate equipment (plows & salt spreaders) must be submitted in Contractor’s bid. Backup/alternate equipment must be readily available (i.e. not in use on another job and/or is available for re-assignment for use as defined herein) at all times and shall be on site within one and half (1½) hours from when the original piece of equipment breakdown, unless otherwise approved by the City. Contractor shall not bill the City for any time when Contractor’s equipment is inoperable.

***INVITATION FOR BID
FORMS***

BID FORM PROPOSAL

Bid Time: ____: ____

Bid Date: ____/____/____

TO: The City of Warson Woods

The Bidder declares that He/She has held an opportunity to examine the City streets and He/She has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, _____, having carefully examined the site and having read and understood all the Contract Documents, adding Addendum _____ through _____, for the

Snow Removal Service – 2014

and being familiar with the local conditions affecting the Work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said Services in accordance with the said Contract Documents for the following itemized bid and alternate bid.

Signature: _____

Print Name: _____

Company Name: _____

Address: _____

City, State _____

Phone Number: _____

Fax Number: _____

Email Address: _____

(Seal – If bid by Corporation)

ITEMIZED BID
SNOW REMOVAL SERVICE – 2014
-HOURLY BASIS-

The charges to the City for the work shall be billed by the Contractor on a time and material or unit basis at the rates established herein, or as otherwise agreed to in writing. The rates are as follows, unless otherwise agreed to in writing.

Snow & Ice Removal Equipment with Operator:

| | <u>Rate/Hour</u> |
|---|------------------|
| 4x4 Pickup with Plow | _____ |
| 1 Ton Truck with Plow | _____ |
| 2 Ton Truck with Plow | _____ |
| 2 ½ Ton Truck with Plow | _____ |
| 1 Ton Truck with Plow & Salt Spreader | _____ |
| 2 Ton Truck with Plow & Salt Spreader | _____ |
| 2 ½ Ton Truck with Plow & Salt Spreader | _____ |
| <u>Other Types of Equipment with Operator:</u> ¹ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

*The foregoing rates and charges for vehicle operation and personnel compensate for all costs of performing the Work (e.g., licensing, gas, maintenance, insurance, labor costs) and the Contractor shall not bill for additional charges relating to such Work without prior express written modification of this Contract.

Notes:

1. List any other types of Snow removal equipment that could/would be used to clear the roadways in the most expeditious/cost effective manner so as to result in the lowest possible cost to the City without compromising public safety (i.e. different configurations, larger equipment, etc.).

List the minimum Snow removal equipment that will be committed to the City for the clearing of City Right-of-Way for any single event in the most expeditious/cost effective manner so as to result in the lowest cost to the City without compromising public safety and all requirements as define herein.

Snow Removal Equipment with Operator:

| | <u>Rate/Hour</u> |
|-------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

List Backup/Alternate Equipment in accordance with the Snow removal specifications.

Snow Removal Equipment with Operator:

| | <u>Rate/Hour</u> |
|-------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

ALTERNATE BID
SNOW REMOVAL SERVICE – 2014
-PER OCCURRENCE-

Bidders shall alternatively bid on a per snow/ice event basis based on the City's 10 lane miles of streets and the amount of snowfall. The charges to the City for the work shall be billed by the Contractor per snow event

| Price to remove snow/ice from all site areas | Fixed price per storm |
|---|------------------------------|
| 0" – 3.0" of snow per occurrence | \$ _____ |
| 3.1" – 6.0" of snow per occurrence | \$ _____ |
| 6.1" – 9.0" of snow per occurrence | \$ _____ |
| 9.1" – 12" of snow per occurrence | \$ _____ |
| Hourly rate for continuous storm for extended periods | \$ _____ |

Notes:

1. Please state your assumptions (if any) for the prices above:

2. List any other types of Snow removal equipment that could/would be used to clear the roadways in the most expeditious/cost effective manner so as to result in the lowest possible cost to the City without compromising public safety (i.e. different configurations, larger equipment, etc.).

The foregoing Alternate Bid rates compensate for all costs of performing the Work (e.g., licensing, fuel, maintenance, insurance, labor costs) and the Contractor shall not bill for additional charges relating to such Work without prior express written modification of this Contract.

LIST OF REFERENCES

| | | | |
|-----------------------|----------------|---------------------------|----------|
| Business or City Name | Contact Person | | |
| Address of Property | City | State | Zip Code |
| () | () | | |
| Phone Number | Fax Number | Internet or Email Address | |
| | | | |
| Business or City Name | Contact Person | | |
| Address of Property | City | State | Zip Code |
| () | () | | |
| Phone Number | Fax Number | Internet or Email Address | |
| | | | |
| Business or City Name | Contact Person | | |
| Address of Property | City | State | Zip Code |
| () | () | | |
| Phone Number | Fax Number | Internet or Email Address | |
| | | | |
| Business or City Name | Contact Person | | |
| Address of Property | City | State | Zip Code |
| () | () | | |
| Phone Number | Fax Number | Internet or Email Address | |
| | | | |
| Business or City Name | Contact Person | | |
| Address of Property | City | State | Zip Code |
| () | () | | |
| Phone Number | Fax Number | Internet or Email Address | |

(Attach additional sheets if more space is needed)

NON-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that He/She is (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or any one else to put in a sham Bid, or that any one shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said Bidder or of any other Bidder, or to fix any overhead, profit or cost element of such Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said Bidder has not, directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 2014

Seal of Notary

Notary Public

CERTIFICATION OF NON-SEGREGATION

By submission of this Bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise.

Signed: _____

Contractor: _____

By: _____

Date: _____

***AGREEMENT FOR SNOW
REMOVAL SERVICES
FORMS***

INSTRUCTIONS FOR EXECUTING AGREEMENT
FOR SNOW REMOVAL SERVICES

The Contractor, in executing the Agreement for Snow Removal Services, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

The Contractor shall furnish to the City an executed certificate stating that the Contractor is authorized to enter into such agreement with the City.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____, certify that I am the _____ of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract, copies of records of the corporation that will show the official character and authority of the officers signing. This shall be duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

If the Contractor is a Limited Liability Company, and has no manager, all members of the LLC shall execute the following certificate:

I, _____, certify that I am the _____ of _____ a member of Contractor, _____, a Missouri Limited Liability Company ("Contractor") who signed the contract on behalf of the Contractor; that said Contract was duly signed for and in behalf of the Contractor; that said Contract was duly signed for and in behalf of said LLC by authority of its members and is within the scope of its corporate powers.

If the Contractor is a Limited Liability Company and has a manager, the manager of the LLC shall execute the following certificates:

I, _____, certify that I am the _____ of _____ the manager of Contractor, _____, a Missouri Limited Liability Company ("Contractor") who signed the contract on behalf of the Contractor; that said Contract was duly signed for and in behalf of said LLC by authority of its members and is within the scope of its corporate powers.

Note:

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signer's) authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full legal name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardees (i.e., the bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

AGREEMENT FOR SNOW REMOVAL SERVICES

THIS SNOW REMOVAL SERVICES AGREEMENT (this “Agreement”), is made and entered into as of this _____ day of _____, 2014, by and between _____, having a principal office at _____ (the “Contractor”), and the City of Warson Woods, a Missouri municipal corporation located in St. Louis 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 the City requesting bid proposals for **City of Warson Woods, Snow Removal Services – 2014, 10015 Manchester Road, Warson Woods, Missouri 63122**, the Contractor has submitted a Bid to perform the Work.

B. After due consideration, the City has accepted the Contractor’s Bid and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

AGREEMENT

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

1. **Contract Documents.** This Agreement shall consist of including without limitation:

1. Executed City Contractor Agreement, including Exhibit A (executed by City and Contractor)
2. General Conditions
3. Contractor’s Bid/Specifications
4. Subcontractor Utilization Form (executed by Contractor)
5. Performance and Maintenance Bond (executed by Contractor)
6. Affidavit of Non-Collusion (executed by Contractor)
7. Notice of Award (issued by City and receipt acknowledged by Contractor)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, and any duly-issued Modifications (all of the foregoing collectively referred to as the “Contract Documents” are hereby incorporated in this Agreement by reference). To the extent that the Contractor’s Bid/Specifications conflict with any provision of the City-Contractor Agreement or General Conditions, unless otherwise stated, the terms within the City-Contractor Agreement or General Conditions shall govern.

2. **The Work/Contract Sum.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the

Contract Documents necessary to complete the Project as designed. The Contract Sum is \$12,400.00, which includes all compensation to Contactor due for the Work, which shall include all such work within the Contractor's Bid/Specifications. Any additional Work not within the Contractor's Bid/Specifications that is hereinafter approved by the City in writing pursuant to a Change Order shall be completed for the unit prices set forth in the Contract Documents, if applicable.

3. **Time of Completion.** Contractor shall commence work under this Agreement within **10** working days of receipt of written notice from the City to proceed and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. **Guaranty.** In addition to the life warranty provided for in Contractor's Bid/Specifications, 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.

5. **Insurance.** The Contractor shall obtain and maintain during the term of the Project and the City Contractor Agreement the insurance coverages at least equal to the coverages set forth in this paragraph 5, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

| | |
|---|---|
| Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage) | \$2,700,000 per occurrence \$2,700,000 aggregate |
| Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage) | \$2,700,000 per occurrence \$2,700,000 aggregate |
| Employer's Liability | \$2,700,000 bodily injury by accident (each accident) \$2,700,000 bodily injury by disease (each employee) \$2,700,000 bodily injury policy limit |

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the

complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear.

Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 5. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverages or amounts required by this paragraph 5 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

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

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

7. **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.

8. **Timely and Proper Performance.** The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the mobilizing and carrying out the Work will endanger and/or inconvenience the public, delay delivery of essential services, and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. As a result, the City shall be entitled to draw upon the Performance Deposit required in the General Conditions to this Agreement to secure performance, and may be used by the City to undertake, contract for and/or otherwise complete the performance of any Work required by the Contract or to repair any damage to public or private property caused by the Contractor in his/her performance of the Work as set forth in the

General Conditions and elsewhere.

9. **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. **Specifically, prior to commencement of any Work, Contractor shall provide the City a copy of a fully-executed Affidavit, attached hereto and incorporated herein as Exhibit A, affirming that Contractor is enrolled and will continue to participate in a federal work authorization program in respect to employees that work in connection with the Work in compliance with Section 292.530 RSMo. At the time and as a condition of execution of this Agreement, Contractor shall also provide proof of lawful presence as required by Section 208.009 RSMo.** The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

10. **OSHA Training.** If applicable, the Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

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

11. **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.

12. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment 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.

13. **Amendment; Waiver.** No amendment, modification or waiver of any provision

of this Agreement shall be effective unless in a 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.

14. **Choice of Law.** 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.

15. **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.

16. **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.

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

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

CONTRACTOR

CITY OF WARSON WOODS, MISSOURI

Name and title

Mayor

Address

Attested

City, State, Zip

Date

Date

***SNOW REMOVAL
WORK RECORD***

**ST. LOUIS COUNTY PHASE II STORM WATER PROGRAM
ROAD SALT USAGE REPORT
WINTER, 2014-2015**

Co-Permittee: *City of Warson Woods*

1. Mapped miles of roadway system: _____ 10 _____

2. Total Lane Miles in system: _____ 20 _____

3. Are all lanes treated equally, on the same schedule? ___If not, explain.

4. Describe salt application and plowing, equipment used, including plow size, spreading capacity, spreader controls used (speed sensing equipment), brine application, etc:

5. Describe method of calibrating spreaders to desired application rate:

6. Describe how you determine your salt application rate (selected goal) for storm events (please provide copies of any tables, charts, reference materials used, etc):

7. Describe the weather forecasting, weather conditions, and pavement conditions information sources you rely upon and how they are used for setting/revising salt application decisions:

8. Do you pre-salt roads? If yes, do you use brine or rock salt? _____ What criteria do you use for initiating this activity and what application rate is used?

9. How do you calculate your actual salt application rate? _____

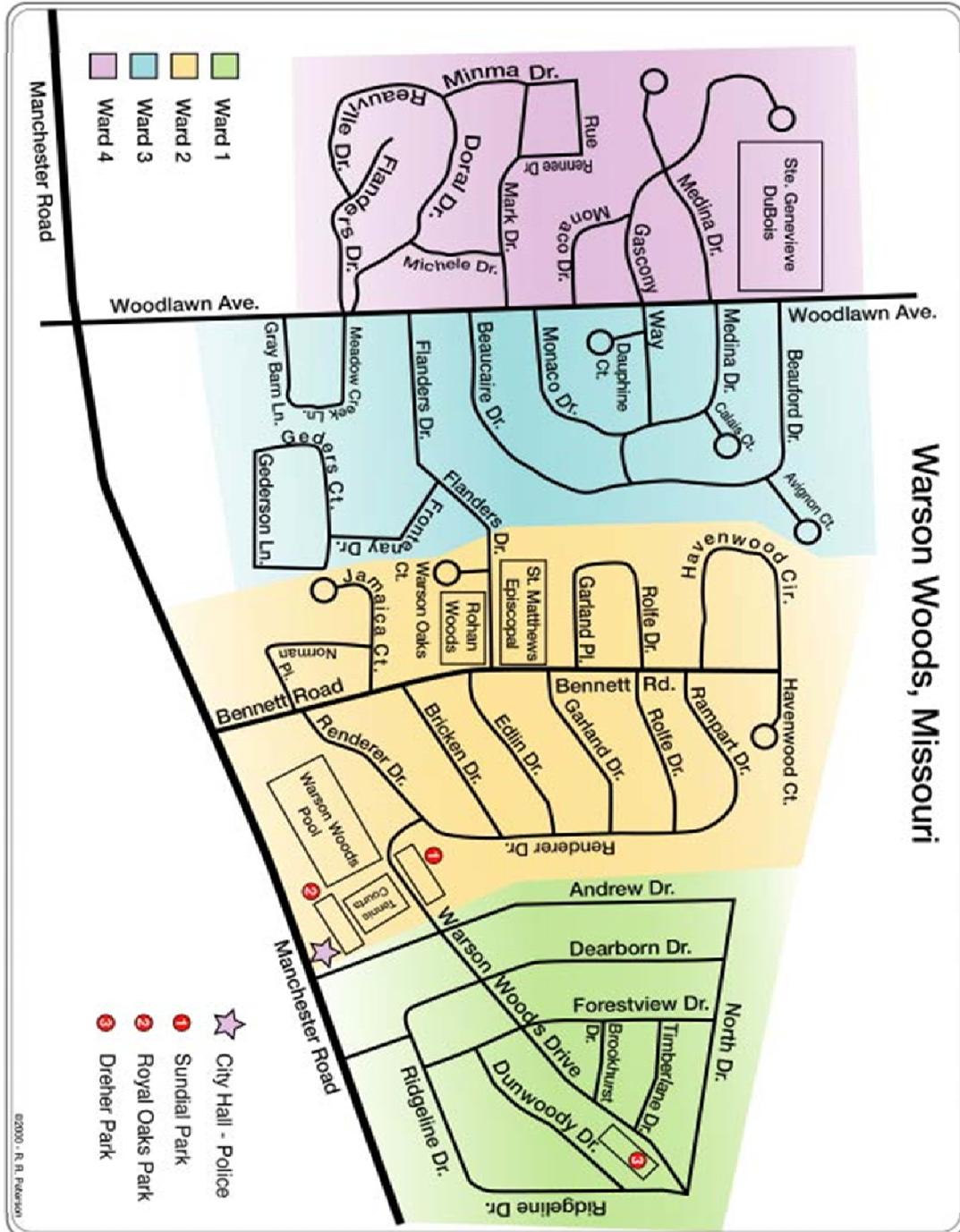
10. How do you calculate total salt usage? _____

11. If you contract out your salt application services, who is the contractor?

Report completed by (please print): _____

Title/position: _____ Phone Number: _____

CITY OF WARSON WOODS STREETS



List of Streets

| | |
|-----------------|--------------------|
| Andrew | Havenwood Cir |
| Avignon Ct. | Havenwood Ct. |
| Beaucaire | Jamaica Ct. |
| Beauford Dr. | Mark Dr. |
| Bennett Rd. | Meadow Creek |
| Bricken Dr. | Medina Dr. |
| Brookhurst Dr. | Michele Dr. |
| Calais Ct. | Minmar Dr. |
| Daupine Ct. | Monaco |
| Dearborn Dr. | Norman Pl. |
| Doral Dr. | North Dr. |
| Dunwoody Dr. | Rampart Dr. |
| Edlin Dr. | Reauville Dr. |
| Flanders Dr. | Renderer Dr. |
| Forest View Dr. | Ridgeline Dr. |
| Frontenay Dr. | Rolfe Dr. |
| Garland Dr. | Rue Renee |
| Gascony Way | Timberline Dr. |
| Geders Ct. | Warson Oaks Ct. |
| Gederson Ln. | Warson Woods Drive |
| Gray Barn | Woodlawn Ave. |