



City of Odessa, Missouri
125 S Second Street | PO Box 128 | Odessa, MO 64076
Phone: 816.230.5577 | www.cityofodessamo.com

**INVITATION TO BID / REQUEST FOR QUOTATION
BID NO. 08-20**

This Document Contains the Following:

PART I:	Invitation to Bid and Scope of Work
PART II:	Instruction to Bidders
PART III:	General Terms and Provisions Pertaining to All City Purchasing Contracts
PART IV:	Supplemental Bond and Prevailing Wage Provisions Specific to the Project
PART V:	Bid Page

The City of Odessa, Missouri will accept bids from qualified contractors interested in providing the following:

FLOOD DEBRIS DISPOSAL

BIDS MUST BE RECEIVED BY:

10:00 a.m. – Monday, September 21, 2020

Please mark your bid “Bid 08-20” and return it to:

City of Odessa
Attn: Nici Wilson
125 S Second Street
PO Box 128
Odessa, MO 64076

For more information during business hours, contact:
Nici Wilson: 816-230-5577 or nici.wilson@cityofodessamo.com
Darrin Lamb: 816-633-4662 or darrin.lamb@cityofodessamo.com

Part I: Invitation to Bid and Scope of Work

The City of Odessa is soliciting bids for the removal and disposal of vegetative debris on city property as a result of the 2019 historic flooding along the Missouri River. Located just south of the Missouri River on McGrew Mine Road, north and west of Wellington, Missouri, the City has previously cleared the debris from around the wells and other structures and it is now in multiple large piles throughout the vicinity of the City’s property. The material is vegetative and untreated wood that the Missouri Department of Natural Resources considers, as originating on the site; therefore the following is the scope of work and requirements put forth for this projects:

- Used or waste petroleum products shall not be used to initiate combustion, nor shall these products be burned with the vegetation.
- Burning cannot cause a public health hazard (as determined by the local fire department, police department, health department, or other local authorities on a case-by-case basis), nor create a hazard to vehicular or air traffic.
- Contractor must have personnel on site of burn area while the vegetation is burning.
- Burning of the debris can only occur from dawn until just before dusk. Fires and visible flames must be extinguished before dark.
- Contractor will be required to notify the City of Odessa the business day prior to each day, they will be on site burning the material.

Due to changes in Missouri regulations, the Missouri Department of Natural Resources no longer issues or requires permits for open burning of vegetative and untreated wood waste.

The contractor will be responsible for monitoring changing weather conditions and the levels of the Missouri River, as changes and flooding can occur rapidly.

(<https://water.weather.gov/ahps2/hydrograph.php?wfo=eax&gage=napm7>)

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The City of Odessa requests that each bidder set up time to visit the site with the Water Superintendent so that bids accurately reflect the needs based on the conditions to and from the site and at the site.

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Part II: Instruction to Bidders

Information provided to the City shall include:

1. The contractor's ability to have proper heavy equipment necessary to complete the project whether it be through equipment ownership or lease.
2. The specialized experience and technical competence of the contractor with respect to work of similar nature previously performed; and
3. The past record of performance of the vendor with respect to such factors as quality of work and ability to meet schedules; and
4. The vendor's familiarity with the area in which the project is located; and
5. Date available to begin the project. Number of weeks required to complete the project; and
6. References from previous clients of related work with the contractor within the past five years; and
7. Documentation of compliance with E-Verify requirements.

Proposals should be submitted no later than **September 21, 2020** at 10:00 a.m. to the City of Odessa, Missouri. Mailed bids should be addressed to the City of Odessa delivered to: City Hall, 125 S. Second Street, PO Box 128, Odessa, MO 64076, clearly marked "Bid No. 08-20." For more information contact Nici Wilson, City Administrator – 816-230-5577 or by email at nici.wilson@cityofodessamo.com or Darrin Lamb, Water Superintendent – 816-633-4662 or by email darrin.lamb@cityofodessamo.com.

Part III: General Instructions

1. The City of Odessa reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed in the best interest of the City, in its sole discretion.
2. The City of Odessa reserves the right to accept single line items of the bid and to reject others.
3. Any submission may be withdrawn at any time prior to the time specified herein for the opening of submissions, but no submission may be withdrawn for a period of ninety (90) days thereafter. Once the bid has been approved by the Board of Alderman, the City Administrator, Nici Wilson, will notify the successful bidder of acceptance of the bid and will discuss the specific terms of the contract with the successful bidder.
4. The City of Odessa will not be liable for any costs that a Contractor may incur in the preparation of or presentation of the proposal.

5. The City of Odessa shall not be obligated to return the Contractor's proposal once submitted, whether the proposal is withdrawn or not.
6. The selected bidder shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
7. The costs agreed to are to be firm and final. Underestimation of the complexity of the task will not warrant an increase in the price. Bidder should make any additional inquiries necessary to properly evaluate its compensation and prepare its bid proposal accordingly.
8. Any explanation desired by a bidder regarding the meaning or interpretation of the RFQ must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.
9. The City of Odessa reserves the right to waive any informality, reject any or all proposals and/or cancel this RFQ, all without any obligation to the City. The City shall select the vendor which, based upon its response to this RFQ, it regards to be the best qualified, responsible, and capable of performing the desired work in a timely fashion at the lowest price.
10. Selected contractor shall be licensed to do business within the City of Odessa, Missouri.
11. No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation to Bid or related specifications.

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STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFQ, and am submitting the proposal accordingly.

Dated this _____ day of _____, 2020.

(Authorized Representative Signature)

(Authorized Representative Name/Title)

(Company Name)

(Address)

(City, State, Zip)

(Phone Number/Fax Number)

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

Part III: Acknowledgement of General Terms and Conditions
Pertaining to All City Contracts

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. Contract Documents. This Request for Quotation, including without limitation any completed forms as required by the applicant shall be made a part of any additional Agreement/Contract executed between Owner and the winning bidder regarding the subject matter herein.

3. Contract Terms. The performance of the contract shall be governed solely by the terms and conditions of the contract and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained are hereby objected to. Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws.

4. Patents. Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

5. Interpretation of Contract. This contract shall be construed according to the laws of the State of Missouri.

6. Fund Allocation. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Alderman.

7. Tax Exempt. The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

8. Provisions Required by Law Deemed Inserted. Each and every provision or law and clause required by law to be inserted in a contract will be deemed to be inserted and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be amended to make such insertion or correction.

9. Termination of Contract. In the event this bid establishes a year supply or service contract, such contract may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Contract is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.

10. Acts of God. Neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.

11. Bankruptcy or Insolvency. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this contract or affirm the contract and hold Contractor responsible for damages.

12. Compliance With Applicable Laws. Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this contract, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.

13. Execution of this Agreement. Unless otherwise specified, the contract shall include, and incorporate by reference, a copy of the signed bid and all attachments thereto. These documents become the agreement and contract between the parties hereto. Upon Board approval, both parties accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.

14. Contractor's Invoices. The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5. All items, including labor and materials for the Work will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a 10% retainage is permitted according to statute), to the successful bidder within thirty (30) days after the latest of the following occurrence's:

- The date of delivery of the materials or construction services purchased;
- The date upon which the written invoice for such materials and services is delivered by hand or by U.S. Mail, to the City Clerk at 125 S. 2nd Street (PO Box 128), Odessa, Missouri, 64076; or
- In the event that the contractor approves the City's estimate, the date upon which notice of the contractor's written approval of the City's estimated price is duly delivered by hand, or by U.S. Mail, to the City Clerk at 125 S. 2nd Street (PO Box 128), Odessa, Missouri, 64076.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 34.057 and 34.058, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057, RSMo.

Final payment shall be in a lump sum (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all duties imposed upon it by the contract documents.

15. Time of Delivery. The City requires that all materials ordered and services rendered be delivered when specified. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and to hold Contractor accountable for any damages as a result thereof, including reasonable attorney fees.

16. Quantities. The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and returned at Contractor's expense.

17. Responsibility for Supplies. The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

18. Coordination of the Work and Surplus Materials and Rubbish. The contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and suppliers engaged under this contract. Contractor shall be prepared to provide each of its sub-contractors the location, measurements and information they may require for the performance of their work. The job site shall be kept clean and free of surplus materials, rubbish and debris at all times.

19. Inspection and Acceptance. No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonable opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).

20. General Guaranty and Warranty. The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

21. Regulations Pursuant to "Anti-Kickback Act". The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276©, and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.

22. Changes in Project. The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such

other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the contractor from any of these obligations under the contract. All work shall be executed under the terms of this original contract, unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the contract. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

Nothing herein contained shall excuse the Contractor from proceeding with the Contract as changed.

23. Assignments. Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part, his interest under any of the Contract documents and specifically the contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

24. Work Hours and Safety Standard Act. All bidders on projects that involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29CFR, part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the work is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

25. Labor-Related Regulations. The bidder's attention is specifically directed to the special rules, regulations and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the supplemental contractual requirements. (a) Wage Rate Stipulation – State of Missouri. ; (b) Wage Rate Determination – Federal. The bid, agreement and bonds shall be conditioned upon compliance with all labor related obligations as determined by the Missouri Division of Labor and Contractor agrees to be educated and abide by the requirements of same.

26. Sub-Contracts. The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts

relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.

27. Accident Prevention and Training. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so available. The contractor will forfeit a penalty to the contracting public body of \$2,500 plus an additional \$100 for each employee employed by the contractor or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The Contractor will provide an Affidavit of Compliance with RSMo 292.675 stating that contractor and all subcontractors doing work in connection with the contracted services have provided its on-site employees with a ten (10) hour course in construction safety and health approved by OSHA.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies, and services rendered under the technical specifications must comply with the standards of the Williams Steiger Operational and Safety Health Act. In consideration of the price paid herein, Contractor agrees to indemnify the City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

The Contractor shall maintain an accurate record of all causes of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City with reports concerning these matters.

28. Non-Discrimination in Employment. In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

29. Minority & Women Business Enterprise Participation. It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other

arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

30. Building Regulation, Permits and Law. Contractor agrees to satisfy all current and applicable local codes and ordinances.

31. Insurance. During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services.

32. Timing. Upon receipt of Contract documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph and proceed with work on the date specified therein.

33. United States and Local Products Preference. Bidders are informed that the Missouri Domestic Producers Procurement Act (Sections 34.350 to 34.350, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at \$25,000 or more, to be manufactured or produced in the United States.

Bidders are further informed that the City of Odessa has adopted a resolution establishing the City's preference for local businesses, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.



Part IV: Supplemental Bond and Prevailing Wage Terms Specific to the Project

1. Bid Bonds.

Bid Bond Not Required X

Bid Bond Required

Note the following if bid bond required:

Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of 5% of the total bid price payable to the City of Odessa for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder: a) withdraws its bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City, whether or not the bidder at the time of such withdrawal has been designated as successful bidder; or b) upon written notification of the award of contract to bidder he/she/it fails to properly sign and deliver to the City within fourteen (14) days labor and materials and performance bond (if required) as well as certificates of insurance.

The bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages on the reasons stipulated above.

2. Payment and Performance Bonds:

Payment and Performance Bond Not Required

Payment and Performance Bond Required X

Note the following if performance bond required:

Within seven (7) days of the Notice to Proceed, Contractor shall furnish to the City a contract performance bond and a labor and material payment bond. The bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff of the Bureau of Accounts and Treasury Department. The date of the bonds shall be prior to the date the work is commenced by the Contractor. The performance bond shall be in the amount of the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law. The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event

of change orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which contractor shall furnish to the satisfaction of the City within ten (10) days after notice to do so.

3. Builders Risk Insurance:

Builder's Risk Insurance Not Required X

Builder's Risk Insurance Required

(Fire and Extended Coverage): This insurance is required for construction projects until the project is completed and accepted by the City, or Contractor (at the City's option) is required to maintain Builder's Risk Insurance (fire and extended coverage) on 100% completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, sub-contractor's as their interests may appear.

4. Prevailing Wage Will Be Required on all Public Works Projects Where the Total Project Value Exceeds \$75,000. Contractor's payments to its employees must be for not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, and must be paid to all workers performing work under the contract. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less by any subcontractor. A legible list of all prevailing wage rates must remain posted in a prominent and easily acceptable place at the worksite by each contractor and subcontractor on the project. The Contractor agrees to submit certified payrolls and an affidavit of compliance to ensure compliance with prevailing wage requirements.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

- (a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” and deliver the same to the City prior to or contemporaneously with the execution of its contract;
- (b) Affirms it is enrolled in the “E-Verify” work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided;
- (c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
- (d) Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- (e) Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
- (f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

(g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the City of Odessa.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- 1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- 2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
- 3. Company is enrolled in and participating in the United States E-Verify federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to the City of Odessa, to the extent allowed by E-Verify.
- 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: _____ (Signature)

Print Name/Title: _____

On Behalf of: _____ (Company)

STATE OF _____)
) ss.
COUNTY OF _____)

Submitted and sworn to before me this ____ day of _____, 2020.

Notary Public

Print Notary Name

My commission expires:

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

PART V: BID PAGE
Bid No. 08-20
Flood Debris Disposal

Bidder must complete the following section in its entirety (in space provided or on a separate sheet to be included with bid). Bidder must sign and date below where indicated.

1. The contractor's ability to have proper heavy equipment necessary to complete the project:

2. The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules:

3. The vendor's familiarity with the area in which the project is located:

4. Total cost of material, equipment, and labor to complete project.

5. Date available to begin and number of days required to complete the project. Bidder must state a definite time frame for performance of the services.

Date Available to Start Project	Number of Weeks Required to Complete Project

Initials: _____ Date: _____

SIGNATURE(S):

Company Name and Address

Signature (Authorized Representative)

Title _____

Telephone _____

DATE _____