



**LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 13-163**

**For**

**MATSON HILL PARK TREE TRIMMING**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **MATSON HILL PARK TREE TRIMMING**. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-163 MATSON HILL PARK TREE TRIMMING**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on 10/8/2013 at 10:00 AM** , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

**A mandatory pre-bid meeting will be held at the Matson Hill Park house located at 3572 Stub Rd in Defiance, Mo. on 10/1/13 at 9:00 a.m. This site is not yet open to the public; access is restricted by a locked gate. Bids will not be accepted by contractors who do not attend the pre-bid meeting.**

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

## BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
201 North Second Street, Room 541  
St. Charles, MO 63301  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

**For questions or inquiries concerning the specifications please contact:**

Ben Grossman, Natural Resources Supervisor  
Parks & Recreation Department  
201 North Second Street, Room 510  
St. Charles, Missouri 63301  
Phone: (636) 949-7535  
[bgrossman@sccmo.org](mailto:bgrossman@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **10/02/2013**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

### **Prohibited Communication**

***Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.***

## TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
- **INSURANCE:**

The successful bidder must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.

Comprehensive General Liability (including automobile): Limits of no less than \$1,000,000/3,000,000/1,000,000 per occurrence or \$3,000,000CSL.

### **Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**

- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

**Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division**

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**Open Records**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

**Insurance**

**Worker's Compensation and Employer's Liability:** The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

**Automobile, General Liability (including products and completed operations) and Property Damage:** Minimum coverage to be maintained by Contractor and each subcontractor in the amount of \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Coverage for completed operations shall also be included. Property damage coverage of at least \$1,000,000 shall be maintained. In the alternative, a Combined Single Limit Policy in the amount of \$3,000,000 shall be maintained. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

## BID SPECIFICATIONS

### TREE RISK MANAGEMENT FELLING / REMOVAL / CROWN REDUCTION & DEADWOOD PRUNING SPECIFICATIONS FOR ST. CHARLES COUNTY DEPARTMENT OF PARKS AND RECREATION

#### SCOPE OF WORK:

##### Base Bid:

Base Bid is to be made for a cost per tree for a crew experienced in tree felling, crown reduction, and deadwood pruning together with a supervisor, necessary tools and trucks. The Tree Felling / Removal / Crown Reduction & Deadwood Pruning is to be performed as defined by the **ANSI Z 133.1 American National Standard for Tree Care Operations**. The Tree Felling / Removal / Crown Reduction & Deadwood Pruning work is a result of Tree Risk Management Assessments taken at Matson Hill County Park Location. Work is to be completed in two stages; Black walnut to be pruned from the historic home as soon as possible and remaining oak pruning to be done no earlier than November 1, 2013.

##### Base Bid Site:

Matson Hill Park  
Stub Rd. off Highway F  
Approx. 3 miles West of Hwy 94 on Hwy F

#### No subcontractors for this project will be allowed

##### Work Area:

See attached Aerial View Park Site Maps for locations of **CROWN REDUCTION & DEADWOOD PRUNING WORK**. All trees to bid have been marked with **1 1/4" Round Silver Aluminum Tags**. The tags have been numbered and nailed to the trees with aluminum nails at DBH depending on the site. Tags are located on the most visible side of the tree.

Contractors may leave equipment at the site overnight while work is being done at the park site. St. Charles County is not responsible for vandalism, damage, theft, or liability to the contractors equipment. (Do not block any access or egress for emergency equipment).

Contractors employees must maintain a professional appearance while working in St. Charles County Park Sites, as well as provide visible identification that they are employed by the contractor.

Logs and limbs must not block any trails, road, or parking areas.

The removal site must be clean of all chipable material ie; branches, twigs, etc. The Contractor will be responsible for clean-up of hard surfaces ie; concrete and asphalt. These must be broom cleaned or blown clear with a leaf blower. Crushed rock pathways must be raked clear.

No work shall be undertaken in excess of the parks specified. All additional work shall be agreed upon by amendment to the original purchase order duly authorized by St. Charles County officials.

**STARTING, COMPLETION, & WORK HOURS:**

Work on the black walnut is to start immediately following the date of signing of the contract and is to continue steadily with a full crew until completed. Subsequent pruning/deadwooding (if awarded) is to begin no earlier than November 1, 2013 and must be completed no later than December 1, 2013. Work is to be scheduled Monday thru Friday (**no weekends**) and from 7:30 a.m. to 4:00 p.m. In case of inclement weather during the contract period, allowances may be given by the County Park representative.

**PROTECTION OF GROUNDS:**

The work will proceed with strict protection of park grounds. Contractor vehicles will only leave gravel surfaces when absolutely necessary and when it can be done without leaving ruts or other damage to turf and grounds. No vehicles will be allowed within the drip line of those trees indicated during the pre-bid meeting (see section ADDITIONAL INFORMATION below).

**SAFETY:**

Contractor is to refer to and follow **Section 4 General Safety Requirements of the ANSI Z 133.1 American National Standard for Tree Care Operations from Section 4.1 thru 4.6** that cover general safety, personal protective equipment, first aid and rescue, traffic control, fire protection, and noise.

Due to the size of the specimens to be pruned and the remoteness of the site, it is recommended to have at least one person working onsite during the duration of the project who is a **Certified Tree Care Safety Professional** by the **Tree Care Industry Association**.

Adequate warning signs or other warning devices shall be placed around the work area to warn park visitors and motor vehicles of the nature of the work being done.

**FELLING / REMOVAL/ & DEADWOOD PRUNING SPECIFICATIONS:**

Contractor is required to refer to and follow the **ANSI Z 133.1 American National Standards for Tree Care Operations**.



Contractor assumes full responsibility for any and all broken sidewalks, paved areas, buildings, or other property damage.

***All brush and limbs up to 16”in diameter shall be chipped by the contractor. If chip material is clean and of acceptable size the Park Department will provide an on site dump area.***

**All limbs over 16” in diameter, logs, and tree trunks will be disposed of by the Park Department. Tree trunks are required to be cut into lengths of no more than 8 feet.**

All provisions described under the attached “Special Felling, Pruning and Crown Reduction Specifications” must be met by the contractor.

### **TOOLS AND EQUIPMENT:**

The bidder is to furnish an experienced crew in tree felling, pruning, and crown reduction, together with a supervisor and necessary equipment sufficient in size to accomplish the work in a professional manner.

### **DAMAGES:**

The contractor shall be held responsible for any and all property damage or bodily injury to members of their crew and all other persons resulting from their work operations. Any sidewalks, curbs, streets, parkways, trees or other property public or private, which may be damaged by the felling /removal of a tree are to be restored to original condition by the contractor. Should any electric wire be knocked down or damaged during the felling, pruning, or crown reduction of a tree, notify **county dispatch at 911** as well as Parks Natural Resource Supervisor.

### **ADDITIONAL REQUIREMENTS:**

Contractor is required to be an International Society of Arboriculture (I.S.A.) Certified Arborist and furthermore, **all** tree workers who will be directly involved with tree removals, trimming and deadwooding are required to be ISA Certified Arborist. Submit Member and Certification information with the bid proposal.

Priority may be given to contractors who have experience working with historic landscape trees or working near historic structures. Please provide examples and references of such work in order to be considered.

### **FORM OF BID:**

Bidders are requested to submit a **price per tree** as described in these specifications and follow the **ANSI Z133.1 American National Standard for Tree Care Operations**.

**CONTACTS FOR QUESTIONS & TREE LOCATIONS:**

Natural Resource Supervisor: Ben Grossman (314) 452-7577

**SPECIAL FELLING / REMOVAL / & DEADWOOD PRUNING**

**PROVISIONS AND SPECIFICATIONS**

No topping or dehorning of live tree shall be permitted

During the Hazard Reduction and Maintenance Pruning all dead, dying, diseased limbs, broken or badly damaged limbs, interfering, crossing, weak, or objectionable limbs (1”) one inch in diameter or greater shall be removed.

Where limbs are removed and the danger of bark being stripped exists, two cuts shall be made. The first to remove the limb weight and the second to remove the remaining stub.

The trimmer shall always during Crown Reduction give attention to maintaining a balanced, tree-like form typical of the species involved. Heavy limbs extending far beyond the natural outline of the crown shall be cut back to an appropriate lateral branch or trunk.

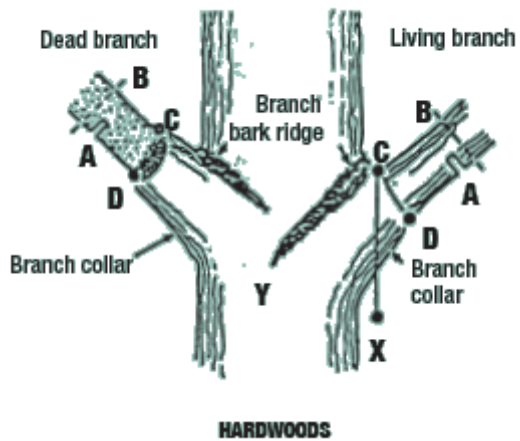
**NO SPIKES SHALL BE USED FOR PRUNING OR CROWN REDUCTION! SPIKES CAN BE USED FOR FELLING TREES!**

All tools used for pruning shall be kept sharpened so that final cuts are smooth and adjacent bark remains secure and uninjured. **NO ANVIL-TYPE TOOLS SHALL BE USED!**

The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches, or branches should be reported to the Natural Resource Supervisor. A list of tree care/preservation recommendations shall be submitted in writing by contractor to the Natural Resource Supervisor upon completion of pruning all trees.

Comply with all sections of the **ANSI Z133.1 American National Standard for Tree Care Operations**. This includes but not limited to sections on Pruning, Trimming, and Removing Trees, Cutting Brush, and Safety Requirements. Copies of the Standard is available thru the International Society of Arboriculture, P.O. Box 3129, Champaign, Illinois 61826-3129. Phone # (217) 355-9411.

Follow the natural target pruning method developed by Dr. Alex Shigo. See illustration below.





Tree/tag #	Species	DBH	Treatment
01	Bur oak	47"	Crown cleaning/dead wooding
02	Bur oak	59"	Crown cleaning/dead wooding
03	Walnut	54"	State Champion, dead wooding, prune limbs 10' from house and roof
04	Walnut	38"	Crown cleaning/dead wooding
05	Bur oak	48"	Crown cleaning/dead wooding
06	Bur oak	46"	Crown cleaning/dead wooding
07	Bur oak	49"	Crown cleaning/dead wooding
08	Bur oak	60"	Crown cleaning/dead wooding
09	Sugar maple	13"	Corrective prune

**Exception Sheet**

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

**BID FORM**  
**Pricing Page**  
**13-163**

**MATSON HILL PARK TREE TRIMMING**

**BID OPENING DATE: 10/8/2013 at 10:00 AM**

<b>Tree /Tag #</b>	<b>Species</b>	<b>DBH</b>	<b>Treatment</b>	<b>Bid Price</b>
01	Bur Oak	47"	Crown cleaning/dead wooding	\$
02	Bur Oak	59"	Crown cleaning/dead wooding	\$
03	Walnut	54"	State Champion, dead wooding, prune limbs 10' from house and roof	\$
04	Walnut	38"	Crown cleaning/dead wooding	\$
05	Bur Oak	48"	Crown cleaning/dead wooding	\$
06	Bur Oak	46"	Crown cleaning/dead wooding	\$
07	Bur Oak	49"	Crown cleaning/dead wooding	\$
08	Bur Oak	60"	Crown cleaning/dead wooding	\$
09	Sugar Maple	13"	Corrective prune	\$

\_\_\_\_\_ **Authorized signature**

\_\_\_\_\_ **Date**

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_  
(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_

**AFFIDAVIT OF WORK AUTHORIZATION**

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_(Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_(Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_(Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

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

\_\_\_\_\_  
**Authorized Representative's Signature**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**



# COUNTY-CONTRACTORS AGREEMENT

## (Sample Form for St. Charles County Park Improvements)

This agreement, made by and between \_\_\_\_\_, hereinafter called the CONTRACTOR, and **St. Charles County, Missouri**, hereinafter called the COUNTY.

Now therefore, CONTRACTOR and COUNTY, in consideration of mutual covenants herein set forth, agree as follows:

### ARTICLE 1. CONTRACT PRICE

COUNTY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR'S Bid, for the total amount of:

\_\_\_\_\_  
\_\_\_\_\_  
(in words)  
(\$ \_\_\_\_\_)  
(in figures)

### ARTICLE 2. SCOPE OF THE WORK

The scope of the work is described in the Bid Specifications for this project, which are incorporated herein by this reference.

### ARTICLE 3. TIME OF COMPLETION

The CONTRACTOR shall commence operations upon receiving the written Notice to Proceed from the COUNTY and at such time to complete the contract work by the dates indicated below. Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies. The project shall be fully complete as follows:

\_\_\_\_\_  
[\*\*\*INSERT TIMEFRAME OR DEADLINE FOR PROJECT COMPLETION\*\*\*]

The time of completion is an essential condition of this Contract.

### ARTICLE 4. PAY QUANTITIES AND UNIT PRICES

The COUNTY shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

### ARTICLE 5. PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to "General Requirements" section entitled "Progress Payments". Applications for Payment will be processed by the COUNTY. COUNTY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as approved by the COUNTY. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, and in the case of Unit Price Work based on the number of units completed. No progress payments will be made if the CONTRACTOR does not have a current progress schedule accepted by the COUNTY.

**ARTICLE 6. FINAL PAYMENT AND ACCEPTANCE**

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final cost estimate shall be prepared by the CONTRACTOR and approved by the COUNTY and filed with the COUNTY and with the CONTRACTOR within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

**ARTICLE 7. THE CONTRACT DOCUMENTS**

Up to four (4) full sets of drawings and two (2) full sets of Contract Documents will be provided to the successful CONTRACTOR by St. Charles County at no cost to the CONTRACTOR. Additional sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- a. This County-Contractors Agreement.
- b. Exhibits to this County-Contractors Agreement, including the General Requirements.
- c. Performance and Payment Bonds.
- d. Notice of Award.
- e. Notice to Proceed.
- f. Request for Bid and Specifications for the project
- g. Drawings with each sheet bearing the following general title:

\_\_\_\_\_ *[insert general title used on drawings]*

Sheet titles are listed on the cover sheet.

- h. Addenda \_\_\_\_\_ through \_\_\_\_\_.
- i. Bid Form.
- l. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Field Order, or COUNTY’S written interpretation or clarification.

**ARTICLE 8. RATES OF PAY**

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the COUNTY one hundred dollars (\$100) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

**ARTICLE 9. PERFORMANCE OF THE WORK**

The CONTRACTOR, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable County ordinances, and state

and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 40% of the total original contract.

#### **ARTICLE 10. SUPERVISION**

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning those matters.

#### **ARTICLE 11. SAFETY**

The COUNTY and any consulting engineer hired by the COUNTY may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

The CONTRACTOR shall comply with all requirements of Section 292.675 RSMo., as amended, which is incorporated herein by this reference. Said statute relates to the OSHA Construction Safety Program. COUNTY hereby notifies CONTRACTOR that the penalties for failure to comply with the training and all other requirements set forth in said statute include the forfeiture of penalties to COUNTY of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by CONTRACTOR or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

#### **ARTICLE 12. INDEMNITY**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, any consulting engineer hired by the COUNTY, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the COUNTY, the COUNTY'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the COUNTY, the COUNTY'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

## ARTICLE 13. TERMINATION BY COUNTY OR CONTRACTOR

(a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the COUNTY, or otherwise breaches any provision of the Contract, the COUNTY may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the COUNTY shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the COUNTY may deem expedient, which may include, but is not limited to, the COUNTY itself completing the work or the COUNTY hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the COUNTY promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the COUNTY, shall promptly:

- i. assign to the COUNTY in the manner and to the extent directed by the COUNTY all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and
- ii. make available to the COUNTY to the extent directed by the COUNTY all construction equipment owned by the CONTRACTOR and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the COUNTY by giving three (3) days prior written notice to the CONTRACTOR if the COUNTY, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article 13, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

## ARTICLE 14. AUDIT CLAUSE

### Examination of Records

The CONTRACTOR's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the COUNTY, at the COUNTY's expense. The CONTRACTOR shall preserve all such records for a period of three years, unless permission to destroy them is granted by the COUNTY, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the CONTRACTOR's operations obtained during audits will be kept confidential.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

CONTRACTOR:

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

Date: \_\_\_\_\_

Name (printed):

Title:

ATTESTED BY:

\_\_\_\_\_  
Secretary

ST. CHARLES COUNTY, MISSOURI

By: \_\_\_\_\_  
Steve Ehlmann, County Executive

Date: \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
County Registrar

**CERTIFICATE OF FINANCE DIRECTOR**

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

\_\_\_\_\_  
Bob Schnur, Finance Director