



**REQUEST FOR BID:**  
**Lake Improvements: 100-amp Power Extension**

**City of Weldon Spring, Missouri**  
**5401 Independence Road**  
**Weldon Spring, MO 63304**

1. Request for Proposal (RFP)

The City of Weldon Spring, Missouri, solicits proposals for the installation of a 100-amp power extension from the Red Barn to the City Park Lake and Independence Amphitheater at 5401 Independence Rd. Weldon Spring, MO. This extension will supply power for a fountain and aerator system being installed in the City Park Lake and supplement power for live music performances in the Independence Amphitheater.

All Bids must be submitted by 2:00 PM on May 6, 2025, to the Community Relations Manager, 5401 Independence Road, Weldon Spring, MO 63304, in an envelope marked "Lake Improvements: 100-amp Power Extension" in the lower left-hand corner.

2. Contact Person

Questions relating to this project may be addressed to:

Mitchell Jordan  
Community Relations Manager  
[mjordan@weldonspring.org](mailto:mjordan@weldonspring.org)  
636.441.2110 ext. 100

3. Scope of Work

- Install 100amp Panel:
  - To bore from Red Barn to theater
  - To install (1) 100amp Panel – inconspicuously behind Theater
  - To pull New feeders rated for 100amp – copper
  - To install (1) 50AMP 240V plug mounted to rack
  - Map Route:



- To spot public utilities
- To be Notified of Private Utilities so Contractor may spot them also
- Directional Bore machine & mini X included
- Seed & straw disturb area

4. Addenda

Any addenda issued by the City before the scheduled time of opening the bids shall be acknowledged in the proposal that the addenda was received and shall be made a part of any contract.

5. Withdrawal of Proposals

Any person or firm may withdraw the bid by written request at any time before the scheduled time for the opening of the proposals.

6. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy this request's requirements. The Vendor shall be responsible for the costs incurred in the proposal preparation and delivery.

7. Proposal Response Format

The RFP Response should be organized in the following manner:

1. Executive summary and company background

1. Provide examples and links to completed projects relevant to this RFP solicitation

2. List of recent client references

3. Use Table format below for quick reference (contact information, and costs).

Company	Contact Name	Contact Phone	Materials Cost	Labor Cost	Total Cost

2. Provide a project schedule and timetable from initial brainstorming to final implementation.

3. Provide a detailed breakdown of all associated equipment and costs to implement and complete the project fully

8. Evaluation Process

Bids that the City judges as unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining proposals. The City may request interviews and/or demonstrations developed by the vendor in the past.

The City shall consider many factors, including the following (which are not in any specific sequence):

1. The needs & desires of the City being met

2. Provided available support for city personnel to maintain the improvements

3. Vendor's qualifications and past track record

4. The overall cost of the proposal including but not limited to:

1. training for maintenance

2. cost of adding additional functions/features

3. other maintenance/support fees, if applicable

9. City's Obligation

The City will provide appropriately sized power access for all elements as specified by the selected vendor.

## **Terms and Conditions**

- All bids shall be good for not less than sixty (60) days from the date of the bid opening.
- The City of Weldon Spring reserves the right to reject any and all bid and to negotiate any particulars in the proposals received. Collusion between applicants is sufficient cause to disqualify all those involved.
- Contractors should have no contact with other City personnel except as specifically authorized by the Community Relations Manager.
- All Bids and submittals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to the City of Weldon Spring and must be excluded.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Office. The Community Relations Manager shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this RFP on file at City Hall governs in case of a discrepancy between the information on the electronic version and that on the hard copy.
- An authorized company officer submitting the bid must sign all submissions.
- Vendors must submit one (1) copy of their bid/proposal.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and initialed in ink by the person signing the RFB.
- The City of Weldon Spring will not award the project to an individual or business having any outstanding amount due from a prior contract or business relationship with the City or who owes any amount(s) for delinquent taxes, fees, or licenses.
- Proposals received after the designated time set for the receipt of the proposals will be considered as a “No Bid” and a “Void” and will not be considered.
- The successful applicant is specifically denied the right of using in any form or medium the name of the City of Weldon Spring for public advertising unless express written permission is granted.
- All applicants must possess the necessary and appropriate business and/or professional licenses in their field.
- Time of delivery, installation and system implementation is part of the consideration and must be stated in definite terms if different than listed above, as this may be a factor in making the award. If time varies on different items, the bidder shall so state. It is anticipated that the contract awarded to the successful Vendor will include penalties for deadlines that may be missed as a result of acts or omissions of the supplier.
- The Vendor agrees to hold the City of Weldon Spring, their officers, agents and employees harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used under this proposal call.

## *INSURANCE REQUIREMENTS*

### **GENERAL:**

The Bidder shall respond to these specifications as an independent contractor and not as an employee of the City of Weldon Spring. An original Certificate of Insurance from the company of record must be furnished to the City and provide that the City of Weldon Spring is an "Additional Insured" during the term of the Contract Agreement.

### **WORKER'S COMPENSATION INSURANCE:**

The Bidder shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Bidder shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Bidder for such work unless such employees are covered by the protection afforded by the Bidder's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Bidder shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

### **INDEMNITY:**

The Bidder shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Bidder and its employees, or because of any act or omission, neglect or misconduct of the Bidder, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The Bidder shall likewise be liable for the cost, fees and expenses incurred in the City's or the Bidder's defense of any such claims, actions, or suits. The Bidder shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

### **SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

### **Acceptance of RFB Terms and Conditions:**

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Name of Authorized Official for Vendor (Print)

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Signature of Authorized Official for Vendor

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Date

## CONTRACT AGREEMENT

This agreement made the \_\_\_\_ day of \_\_\_\_\_, 2025, and between \_\_\_\_\_ Parties of the First Part, hereinafter called the "Contractor", and the CITY OF WELDON SPRING, MISSOURI, Party of the Second Part, and hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

### ARTICLE 1. Scope of Work:

- Install 100amp Panel:
  - To bore from Red Barn to theater
  - To install (1) 100amp Panel – inconspicuously behind Theater
  - To pull New feeders rated for 100amp – copper
  - To install (1) 50AMP 240V plug mounted to rack
  - Map Route:



- Locate utilities
- Directional Bore machine & mini X included
- Seed & straw disturb area

The Work to be done under this Contract consists of planning, designing, developing, communicating, and completing all work described in the attached RFP before the deadline of **June 30, 2025**.

### ARTICLE 2. Time of Completion:

The work to be performed under this Contract shall commence immediately upon authorization by the City per the timetable noted in the scope of work and subsequent Contract and shall be completed by Monday, June 30, 2025. This Contract intends that the City Lake fountain and aeration work may commence immediately after the contract is signed.

It is mutually understood and agreed that time is the essence of this Agreement. Extra time shall, in all cases, be construed as the time required for completion after the date herein named and shall only be granted if significant progress is shown. Extensions of time granted by the Owner, for completion of the Contract Agreement on account of fire, strikes, or acts of Providence shall not be construed as extra time.

### ARTICLE 3. The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract Agreement a sum not to exceed Dollars and /or Dollars. (\$\_\_\_\_\_) performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached hereto and made a part of these proposal documents and this Contract Agreement.

ARTICLE 4. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final review, and when the final review has been prepared and certified by the City, the Contractor will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final review, remaining due the Contractor. The City will then determine if the work is fully completed and will, not later than thirty (30) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. The Contractor with this contract hereby warrants all of the work done under this contract for a period of one (1) year following the completion of the project. Upon completion, the Contractor shall submit to the City a written one (1) year warranty on total project. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City so certifies, the Owner shall upon certificate of the City Administrator, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed in a format acceptable by the City. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 5. The Contract Documents:

The information for and instruction to bidders, the proposal, the general conditions of the Contract, and the specifications of the RFP, together with the agreement, form the Contract and they are as fully a part of this Contract as if thereto attached or repeated.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF WELDON SPRING, MISSOURI

\_\_\_\_\_  
By: Don Licklider, Mayor                      Date

Attest:

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

**(CONTRACTOR)**

\_\_\_\_\_  
By:    Date

Attest:

\_\_\_\_\_  
Secretary