

City of Weldon Spring

5401 Independence Road

Weldon Spring, Missouri 63304

www.weldonspring.org



Contract Documents

Contract General and Special Provisions

Constructing or Improving

Contract ID: 2026 Maintenance Contracting

Project Location:

Weldon Spring, MO 63304

Date: November 2025

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A. Invitation for Bids

Sealed bids for the City of Weldon Spring, 2026 Maintenance Contracting (hereinafter "Project") will be received by City of Weldon Spring, 5401 Independence Rd, Weldon Spring, Missouri 63304, until 1:00 p.m. CST, on **Tuesday, December 16, 2025**, where they will be publicly opened and read aloud.

The Scope of Work for road improvements includes Maintenance Contracting in Weldon Spring, MO. The City of Weldon Spring desires an on-call contractor(s) to perform routine maintenance and emergency repairs on City maintained roads. St. Charles County Highway performs maintenance work in the City but has limitations on the amount it can schedule. This contract will supplement maintenance work performed by St. Charles County Highway in the City.

Please note that to bid on this project, the bidder must be listed on the bidders list and registered with the City of Weldon Spring prior to bidding. To be placed on the list of bidders, please contact the City Administrator per the above email address and request to be placed on the bidders list. For directions, please call 636-441-2110.

A (non-mandatory / mandatory) Pre-bid meeting will be held on **Tuesday, November 18, 2025 at 1:00 p.m.** at the City of Weldon Spring City Hall at 5401 Independence Rd., Weldon Spring, Missouri 63304.

The City of Weldon Spring anticipates issuing notice of award and notice to proceed in early January 2026.

Please note that Missouri's Prevailing Wage Law establishes a minimum wage rate for public works projects in Missouri valued over \$75,000. If the project is over \$75,000, the wage rates applicable to this project have been predetermined as required by law and are set forth in this specification.

Effective January 1, 2009, and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The successful bidder must submit a sworn affidavit and documentation affirming the business entity's enrollment and participation in the federal work authorization program and that all of its employees working for the contracted services are not illegal immigrants.

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

THE CITY OF WELDON SPRING INTENDS TO AWARD THE CONTRACT TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER(S) SUBMITTING THE LOWEST BID(S). THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE OWNER.

B. Scope of Work

The Contractor shall perform maintenance and related services to public parks, streets, roads and right-of-way, including drainage areas, owned, maintained or controlled by the Municipality (collectively, the "Rights-of-Way"), as ordered by the City Administrator. The maintenance and related services to be provided under this Agreement may include, but not be limited to, the following (the "Work"):

- a) Repair and/or replacement of deteriorated asphalt pavements, including "potholes;"
- b) Repair and/or replacement of deteriorated concrete pavements and curbs.
- c) Repair and/or replacement of deteriorated concrete sidewalks / asphalt paths.
- d) Installation, repair and/or replacement of guardrails.
- e) Investigation and repair of storm sewers.
- f) Striping and pavement markings on roadways.
- g) Crack filling.
- h) Repair, maintenance, removal and/or replacement of signage.
- i) Other routine or required maintenance on Rights-of-Way.
- j) Emergency repairs and maintenance on Rights-of-Way.

C. Mobilization

Each time the City of Weldon Spring approves a Work Order, the Contractor will be paid 1 Mobilization. There will be a separate Mobilization price for work that needs to be expedited (< 48 Hours) and routine work (> 48 Hours). The City will determine if the work shall be expedited. This bid price will only be paid when the contractor mobilizes within this period.

D. Unit Bid Prices / Appreciable Change

The rates paid will be per the bid amount, unless otherwise specifically agreed in the work order.

A contractor **may elect to only bid on some items in this contract**. Do not enter any prices into bid items the contractor chooses to bid on.

For any work items not listed, the contractor may propose a new contract unit bid item for approval to be utilized in future work orders. Time, Material and Equipment can be utilized when no agreed price can be determined. The Contractor shall receive 15% overhead and profit for work they actually perform as a general contractor.

The overhead and profit rate will be applied to all agreed subcontractor work managed and supervised by the contractor. This is for work orders without a unit bid item, where the contractor must utilize a subcontractor to perform the work. The overhead and profit rate will be 8% of the actual invoiced cost of subcontracted work. This includes the subcontractor's labor, equipment, materials, overhead, and profit. The (eight) 8% is intended to cover the prime's supervision, overhead, and profit.

E. City Initiation of Work

Pursuant to this agreement, City shall initiate a Maintenance Contracting work order by issuing an email with the proposed scope. The contractor shall notify the City within five (5) business days of its acceptance or rejection of the issued MAINTENANCE CONTRACTING. Work

involving contract bid items will be compensated at the agreed contract unit prices, plus the bid overhead and profit rate. If there is an appreciable increase in the estimated bid quantities, defined as 25% more than the estimated annual work quantity, then the City may elect to negotiate a new price. If a minor amount of quantity is proposed, defined as less than 10% of the annual estimated work quantity, then the contractor may choose not to perform the work unless a new negotiated price, or time and material is mutually agreed upon. If the contractor does not want to perform the work for the bid prices, they should notify the City within 48 working hours with a new proposed price or time and material proposal. Work involving non-contract items will be compensated at agreed lump sum price. The contractor will propose a lump sum price or unit price, and the City will have five (5) business days to accept or reject the proposed price. The contractor shall include a breakdown of the lump sum price to expedite price checks and agreement of the proposed lump sum. Miscellaneous traffic control required to perform the work shall be included in the price of other items. The City has the right to issue the MAINTENANCE CONTRACTING work order to multiple contractors for work that needs to be expedited. If the City deems the work order to be of an emergency nature, an incentive lump sum may be paid to contractors agreeing to the MAINTENANCE CONTRACTING and responding within 48 hours. (See attached example MAINTENANCE CONTRACTING Work Order.)

F. Compliance with Contract Provisions and General Specifications

The contractor shall construct all improvements in accordance with St. Charles County, Missouri's "ST. CHARLES COUNTY STANDARD SPECIFICATIONS FOR SUBDIVISION STREET CONSTRUCTION", February 2014, or the current standard, and will furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. If the work in question is not covered by the St. Charles County Standard Specifications for Subdivision Street Construction, then the Missouri Standard Specifications for Highway Construction, 2020 shall apply. All traffic control shall be according to the Manual on Uniform Traffic Control Devices (MUTCD) latest addition. All workers shall wear the appropriate Personal Protective Equipment to assure their safety and visibility. Any proprietary items shall be installed to the manufacturer's recommended procedures. All bid items shall include all items needed to complete the work, including any removals, cleanup and restoration of the area.

G. Period of Performance / Extension of Contract

If the bid is accepted, the bidder shall be utilized by the City as a Maintenance Contractor supplementing work performed by St. Charles County Highway and the City of Weldon Spring Crews for the remainder of 2026. The City may choose to extend the contract for up to three (3) years upon agreement with the contractor. The contract may be extended to three years maximum if mutually agreed by the City and contractor.

H. Submission of Bids

All bids must be delivered to the City Hall, 5401 Independence Road, Weldon Spring, MO. City staff will stamp the date and time each bid is received. The bidder shall submit all required forms as detailed in this proposal. If submitted in the name of a firm or corporation, the legal name of the firm or

corporation should appear in the space designated and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation.

Bidders must complete and submit with their bids.

1. Contractor Liability Insurance Certificate (COL)
2. Itemized Bid showing Overhead and Profit Rate
3. E-Verify
4. Worker Eligibility Verification Affidavit
5. Subcontractor Approval Form
6. Non-Collusion Affidavit
7. Proposed Schedule
8. Signature and Identity of Bidder
9. Owner-Contractor Agreement
10. Contract Execution - Signatures and Seals
11. Contractor Questionnaire (if not previously submitted)

I. Consideration of Bids

Opening of Bids

Unless stated otherwise in the Invitation to Bid, the properly identified bids received on time will be opened publicly and will be read aloud. The City may agree to contract with more than one bidder.

Rejection of Bids

The Owner shall have the right to reject any or all bids, or by other data required by the Bidding Documents, to reject a bid which is in any way incomplete or irregular, and to rebid the Work at a later date if all bids are rejected. Proposals that are judged by the City to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining proposals.

Acceptance of Bid (Award)

The Owner may make any investigation of a bidder as it deems necessary to determine that the bidder is responsible and properly qualified to perform the Work. Bidders shall furnish information regarding their qualifications at the reasonable request of the Owner. The Owner reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the Owner that, in the Owner's opinion, the bidder has the proper qualifications to perform the Work in accordance with the Contract. The City will perform whatever research it deems necessary into the Bidder's history, financial viability, and references. The Bidder shall cooperate with the City by providing appropriate information. The City may request interviews from the finalists. The City shall not be responsible for any costs incurred by the Bidder during the interview process.

It is the intent of the Owner to award the Contract to the lowest responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

There is no guarantee of the amount of Maintenance Contracting that will be performed during the contract period. The estimated potential amount of work is from \$0 to \$200,000, depending on the amount of unknown and unplanned work experienced by the City.

The Owner shall have the right to accept alternates and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted. Alternates shall be accepted in the order established in the Bid Form Proposal.

J. Itemized Bid – Bid Sheet – Unit Bid Prices

The bidder shall complete the following sections. The bidder proposes to furnish all labor, materials, equipment, and services. All work shall comply with current St. Charles County Highway Specifications.

Item	Description	Units	Estimated Annual Quantity*	Bid Price**	Extension
1	< 48 Hour Mobilization	Each	4		
2	Mobilization - Over 48 Hours	Each	10		
3	Curb and Gutter (10' minimum sections, 100 ' minimum work order)	LF	200		
4	Remove and Replace 4" Concrete Sidewalk	SY	100		
5	Remove and Replace 6" Concrete Sidewalks	SY	100		
6	Remove and Replace 7" Concrete Curb Ramp	SY	100		
7	Joint Cleaning and Crack Sealing (26' Wide Street)	Mile	2		
8	Traffic Signs (Type III or IV) High Intensity Prismatic	SF	100		
9	Type 4 Object Marke 12"x36" with Galvanized Channel Post and Sleeve	Each	10		
10	10' Galvanized Channel Post with Ground Sleeve	Each	10		
11	12' Galvanized Channel Post with Ground Sleeve	Each	10		
12	Remove and Replace MGS Guardrail - 6' Posts	LF	50		
13	Remove and Replace MGS Guardrail - 8' Posts	LF	50		
14	Remove and Replace Type A Crash Worthy Terminal End Section	Each	3		
15	Pavement Marking, 4" Solid	Mile	1		
16	Pavement Marking, 4" Skip	Mile	1		
17	Pavement Marking, 4" Solid and Skip	Mile	1		
18	Pavement Stop Bars, 24"/ White Paint	LF	100		
19	Crosswalk Block Crossing	LF	100		
20	Turn or Through Arrow	Each	10		
21	Bike Lane Symbol - Paint	Each	10		
22	Patch Joints, Backfill, Seed Storm Sewer Inlet Settlement	Each	10		
	TOTAL				
	* Estimated Annual Maximum				
	** Contractor may bid <u>any</u> or <u>all</u> bid items.				

PROJECT NAME: **City of Weldon Spring Maintenance Contracting**

BID TIME: **1:00 PM**

PROJECT LOCATION: **Weldon Spring, MO**

BID DATE: **December 11, 2025**

BIDDER NAME _____

TO: City of Weldon Spring ("Owner")

In response to the Invitation for Bids for Project No. 2026 – MAINTENANCE CONTRACTING and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

Overhead and Profit

OVERHEAD AND PROFIT RATE TO BE ADDED TO ALL APPROVED SUBCONTRACT WORK
NOT SPECIFICALLY LISTED AS A BID ITEM 8%

Addenda

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No. _____: dated _____

Addendum No. _____: dated _____

MAINTENANCE CONTRACTING WORK ORDER EXAMPLE

This Work Order will be sent via email (or initiated by a phone call) to the Contractor by the City.

Work Items and Units may be agreed upon after field review and estimate by the City and Contractor.

Date: _____

Description of Work:

Estimated Quantities (Bid Items)

#	Description	Bid Price	# Units	Extension

Estimated Quantities

Specialty Subcontractor

Invoice Total \$_____ + Contractor 8% Overhead and Profit \$_____ = Total \$_____

Estimated Work Order Maximum

\$_____

Location/Address:

Work Need to be completed by: () Emergency ASAP () 1 Week+ () 1 Month+

Notes by Contractor:

Estimated Completion Date:

The Job Order Contract Has been Agreed to and Accepted

_____ Date: _____

City Administrator

_____ Date: _____

Contractor Authorized Personnel

WORK ORDER INVOICE EXAMPLE

This PAYMENT INVOICE will be submitted via email by the contractor to the City of Weldon Spring.

Payment Invoices can be submitted after completion of the work order, or monthly on larger projects.

Date: _____

Description Completed Work:

() Measured Quantities (Bid Items)

() Estimated Quantities (measurements with final invoice)

Detail Work Completed

#	Description	Bid Price	# Units	Extension

Specialty Subcontractor (Attach detailed Invoice)

Invoice Total \$ _____ + Contractor 8% Overhead and Profit \$ _____ = Total \$ _____

Total Invoice \$ _____

Time and Material (Attach detailed Invoice) Performed by General Contactor

Contractor Labor \$ _____

+ Equipment \$ _____

+ Material \$ _____

+ 15% Overhead and Profit \$ _____ = Total \$ _____

Certification – This is to Certify that all work invoiced has been completed and meets/exceeds St. Charles County Highway specifications and standards.

Please attach any measurement calculations / sketches.

This invoice is being submitted for payment.

Date: _____

Contractor Authorized Personnel

K. Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner. The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions. The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement.

Insurance of the types and minimum amounts as follows:

- a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000.
- b) Comprehensive General Liability and Bodily Injury Including Death: \$2,000,000 each person \$2,000,000 each occurrence Property Damage: \$2,000,000 each occurrence \$2,000,000 aggregate
- c) Comprehensive Automobile Liability, Bodily Injury Including Death: \$2,000,000 each person \$2,000,000 each occurrence Property Damage: \$2,000,000 each accident
- d) Owner's Protective Bodily Injury Including Death: \$2,000,000 each occurrence Property Damage: \$2,000,000 each occurrence \$2,000,000 aggregate The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state,

"The City of Weldon Spring, their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."

L. Subcontractor Disclosure

The bidder shall submit with this bid a list of all subcontractors that will be furnishing labor, labor and material, the category of work that the subcontractor will be performing (e.g. asphalt, concrete, earthworks, etc.), and the dollar value of the subcontract with each MAINTENANCE CONTRACTING work order. Each subcontractor shall have a Certificate of Insurance on file with the City prior to performing any work.

M. Addenda

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

N. Withdrawal of Proposals

Any person or firm may withdraw the proposal by written request at any time prior to the scheduled time for the opening of the proposals.

O. Requirements

The City has established certain requirements as specified in the Request. None of the requirements are designed to give any Bidder an advantage or disadvantage in the proposal process. Bidders are encouraged to submit proposals even if the proposal does not meet the requirements as precisely stated. However, the proposal must state specifically which requirements are not met, and why this deviation should not be considered material.

P. City's Obligation

Upon selection of the Contractor and award of the project to the successful Bidder it shall be the City's responsibility to provide reasonable access to work sites. Prior to the award of the contract access shall be provided for the bid preparation. Reasonable parking of vehicles and temporary storage of needed equipment shall be provided during construction. Pre and post work inspection by designated city staff.

Q. Terms and Conditions

- a) All proposals shall be good for not less than forty-five (45) days from the date of the bid submittal.
- b) The City of Weldon Spring reserves the right to reject any and all proposals and to negotiate any particulars in the proposals received. Collusion between applicants is sufficient cause to disqualify all those involved.
- c) Bidders should have no contact with other City personnel except as specifically authorized by the City Administrator.
- d) All proposals and submittals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- e) 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.
- f) The electronic version of this RFP is available upon request. The document was entered into Microsoft Word for Windows. The City Administrator 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 the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
- g) An authorized officer of the company submitting the bid must sign all submissions.
- h) Bidders must submit one (1) original copy of the bid, clearly marked "Original."
- i) All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be in ink by person signing the RFP.
- j) 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.
- k) 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.
- l) The successful Bidder 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.
- m) All Bidders must possess the necessary and appropriate business and/or professional licenses in their field.

- n) The contractor will be required to obtain any permits required from St. Charles County. This would include any building, electrical, plumbing improvements which typically require permits for safety reasons. No direct pay will be provided for obtaining these permits.
- o) 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 state so. It is anticipated that the contract awarded to the successful Bidder will include penalties for deadlines that may be missed as a result of acts or omissions of the supplier.
- p) The Bidder 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.

R. Schedule and Performance of the Work

Within five (5) working days of receiving a MAINTENANCE CONTRACTING request, the Contractor shall accept or reject the option of performing the work.

If the Contractor rejects the work, they will still be eligible to perform future MAINTENANCE CONTRACTING work orders.

If the Contractor accepts the MAINTENANCE CONTRACTING work order, they should agree to the quantities with the City and return the MAINTENANCE CONTRACTING form signed and dated. Adjustments to the estimated work can be made later for more complex work orders.

After completion of the Work, the Contract shall invoice the City utilizing the contract unit bid prices and the bid overhead and profit rate.

S. Payments

The contractor will invoice the City after completion of the work utilizing the contract bid items. For larger projects, the contractor can show the percentage of each item completed (%) or the actual quantity. The work and materials included in the progress payment estimate must meet standards and specifications.

T. Insurance Requirements

GENERAL: The successful 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 (COI) from the company of record must be furnished to the City and provide that the **“City of Weldon Spring, its elected officials and employees”** are listed as **“Additional Insured”** during the Term of the Agreement.

WORKER’S COMPENSATION INSURANCE: The successful 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 Concessionaire 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 successful 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 successful 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 successful 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.

U. Job Special Provisions

1. General

- 1.1. Description. The Federal Government is not participating in the cost of construction of this project.
- 1.2. This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates.

2. Work Zone Traffic Management

- 2.1. The contractor shall supply temporary work zone signs, in accordance with MUTCD, for all pay items. There will be no direct pay for providing temporary traffic control – it shall be included in the mobilization and cost of the pay item. Any sidewalks or trails closed shall also have proper closure signing and barricades if needed.
- 2.2. Maintaining Work Zones. The contractor shall maintain the work zone and coordinate and implement any changes approved or requested by the City of Weldon Spring. The contractor shall ensure all traffic control devices are maintained and work shall not deviate from the times specified the contract.
- 2.3. Work Zone Deficiencies. Failure to keep the traffic control devices maintained may result in the City suspending work. The suspension will be non-excusable and non-compensable.
- 2.4. Traffic management schedule shall be submitted to the City for review prior to the start of work and prior to any revisions to the traffic management plan.
- 2.5. The Contractor shall maintain local access to all properties within the work zone at all times. This access may be temporary rock during construction. At the completion of each work day, the Contractor shall assure additional rock is placed to smooth any transition into these properties.
- 2.6. The City shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- 2.7. In order to ensure minimum traffic interference, the contractor shall schedule lane closure for the absolute minimum amount of time required to complete work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- 2.8. Any additional work zone traffic devices requested by the City, but not included in the contract, shall be paid for at an agreed price.

3. Work Hour Restrictions and Noise

- 3.1. Working Hours. The contractor shall perform all work between the hours of 7:00 AM and 7:00 PM (or dusk, whichever is earlier). No work shall occur on any observed national holidays.
- 3.2. Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, material or time required to fulfil the above provisions, unless specified elsewhere in the contract document.
- 3.3. The contractor shall comply with local noise ordinances and work to minimize noise impacts due to construction.

4. Access to Properties

- 4.1. The contractor shall maintain access to all properties within the work zone during construction. If a property has two entrances, the contractor shall only close one entrance at a time and coordinate this with the owner. If a property has one entrance, the contractor stage construction so that part of the driveway is accessible to the owner at all times or coordinate alternate parking/entrance location during construction with the property owner(s). Every effort shall be made to maintain access to the property owners during construction. Construction shall be accelerated to minimize inconvenience to the adjacent land owners.

5. Utilities

- 5.1. The verification of all underground utilities shall be the responsibility of the Contractor and shall be located prior to any grading or construction of the improvements. At that time, it shall be determined if any utility is required to be moved. If any utilities are required to be relocated, it shall be coordinated with the City Staff Representative (City Administrator, Engineer, or designee) and the utility company.
- 5.2. Local Known Utility Companies
- 5.2.1. Missouri American Water Co. - 727 Craig Road, St. Louis, MO 63141; 1.866.430.0820
- 5.2.2. Duckett Creek Sanitary Sewer District - 3550 Highway K, O'Fallon, MO 63368, Phone: 636.441.1244
- 5.2.3. Spire - 700 Market Street St. Louis MO 63101; 800.887.4173
- 5.2.4. Ameren Missouri - PO Box 790098, St. Louis, MO 63179-0098; 866.992.6619
- 5.2.5. Cuivre River Electric Coop. - 8757 Hwy N., Lake Saint Louis, MO 63367; 636.695.4904
- 5.2.6. Charter Spectrum - 12405 Powerscourt Dr, Saint Louis, MO 63131; 314.446.1297
- 5.3. The Contractor shall comply with all requirements of Missouri One Call and call For Locate Requests at 1-800-344-7483 for layouts prior to any excavation.

6. Quality Control, Quality Assurance, Material Certifications and Inspections

- 6.1. At the completion of each work order, the contractor shall supply the City of Weldon Spring with a certification that all work has been completed according to the specifications. This Quality Control (QC) certification shall be attached to each pay request following completion of the work order.
- 6.2. The City of Weldon Spring (or assigns) has the right to perform Quality Assurance, to verify compliance. The City of Weldon Spring reserves the right to perform spot inspections and approve or reject work based on standards. The contractor will have the ability to make corrective actions, or to remove and replace any deficiencies.
- 6.3. The contractor shall supply material certifications for any product installed on the project that the product meets or exceeds the standards and specifications.
- 6.4. Product substitutions can only occur with written agreement from the City for equal or better products.
- 6.5. The contractor will be required to run compaction tests on earthwork and supply the results to the City for conformance. Any employee running tests must be trained and certified to ensure the tests are run correctly.
- 6.6. The contractor shall make concrete cylinders and have an independent lab run strength tests for compliance with the material specifications. Concrete cylinders shall be required when more than 5 cy of concrete is utilized in any work order.

- 6.7. The contractor shall cut asphalt cores and have them analyzed for compliance with the material specifications.
- 6.8. The contractor shall supply the City with the results of all material testing on a timely basis before the next stage of construction proceeds.
- 6.9. Any material or work not meeting specifications or standards must be corrected or replaced to meet the minimum requirements. The contractor is responsible to propose corrective actions to bring any substandard work or materials into compliance. The City of Weldon Spring shall have the sole authority to decide if proposed corrective actions are acceptable.

7. Maintenance of Job Site

- 7.1. The contractor shall be responsible to maintain the jobsite and keeping the roadway within the jobsite free of potholes. Grass and weeds within the grading area and jobsite disturbance shall be cut regularly so no growth is taller than twelve (12) inches. The contractor shall work to resolve any nuisance created by construction with the adjacent land owners.
- 7.2. The jobsite and all adjoining roads shall be swept and kept clean of any mud, rock or other material. Care shall be taken not to track any asphalt products onto adjacent roadways.

8. Paid Invoices and Certification Subcontractors have been Paid

- 8.1. Prior to final payment on this project, paid invoices from the material suppliers and a certification that all subcontractors have been paid shall be submitted to the City of Weldon Spring.

9. Inspections, Measurement of Quantities, Pay Requests

- 9.1. The Contractor shall supervise and inspect all work for compliance with the standards. The Contractor shall have a field supervisor monitoring the operation and knowledgeable of the work order. The contractor shall supervise all work performed by subcontractors. The contractor shall assure that representatives of the City, or their representatives, shall have the privilege of inspecting and reviewing the work performed by the Contractor or his subcontractors on this project, in accordance with Section 105.10 of the County Standard Specifications.
- 9.2. The Contractor will be responsible for final measurement and documentation of quantities. These shall be provided with the pay invoice request at the completion of work. The City (or assigns) has the right to check all measurements and re-calculate the final quantities if a difference is discovered. The Contractor will have the right to re-measure to confirm any discrepancies.
- 9.3. The Contractor shall invoice the City at the completion of each work order. Any larger work not completed in 4 weeks, can be invoiced monthly as progress payments. Estimated quantities may be used for progress payments. Final measurements will be required for the final payment.
- 9.4. The Contractor shall also assure that all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Contract and make such material available at such Contractor's office at all reasonable times during the contract period.
- 9.5. The Contractor shall notify the City when the following work items are to be performed.
 - 9.5.1. All Earthwork Operations
 - 9.5.2. Erosion Control (Installation, maintenance and all changes to the SWPPP)

9.5.3.All Concrete Operations

9.5.4.Backfilling (storm sewers and inlets)

9.5.5.All storm water pipe installation

9.5.6.Striping and signage installation

9.6. The lack of supervision or inspection by the City Staff or the City representative shall not relieve the Contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the City Staff or the City representative may be ordered removed and replaced at the Contractor's expense.

9.7. The Contractor shall supply the City's inspection personnel with copies of all pertinent testing and the results of each test.

9.8. When the Contractor or inspection personnel representing the City becomes aware of a deficient test, material or workmanship quality issue, they shall bring it to the attention of the City Staff. The Contractor shall propose a corrective action to the City Staff. The City must agree in writing to any alternate corrective actions not in full compliance with the plans and specifications. In the case that no alternate corrective action is agreed upon, the Contractor will be responsible to remove and replacing the defective material or work to be in full compliance with the plans and specifications.

9.9. When defective material or workmanship is discovered, the contractor shall not proceed with further work that would increase the number of corrective actions needed.

10. Additional Work

10.1. If the City of Weldon Spring authorizes additional work beyond the scope of this contract, the Contractor shall work with the City to negotiate agreed prices. No additional work shall be performed prior to a signed change order accepting agreed prices for the work, material and labor to be performed.

11. Authority of the City Staff Representative (City Administrator, Engineer, or designee)

11.1. The City Staff Representative (City Administrator, Engineer, or designee) will decide all questions that may arise as to the quality, quantity and acceptability of material furnished and the work performed, and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor.

12. Suspension of Work. The City Staff Representative (City Administrator, Engineer, or designee) may suspend the work wholly or in part in accordance with these provisions. The suspension may be given verbally but will be followed in writing immediately.

12.1. The engineer may suspend the work wholly or in part for the contractor's failure to:

12.1.1. (a) Correct conditions unsafe for the project personnel or general public.

12.1.2. (b) Carry out provisions of the contract.

12.1.3. (c) Carry out orders of the engineer.

12.2. Suspensions in accordance with Sec 15.1 will be non-excusable and non-compensable.

12.3. Work may also be wholly or partially suspended for:

12.3.1. (a) Periods necessary due to unsuitable weather.

12.3.2. (b) Conditions considered unsuitable for the prosecution of the work.

12.3.3. (c) Any condition or reason determined to be in the public interest.

V. Notice to Bidders Regarding State Immigration Law

Effective January 1, 2009, and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

<http://oa.mo.gov/purch/vendorinfo/employ.pdf>

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting a completed, notarized copy of WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (attached),
- submitting a completed, notarized copy of the SIGNATURE AND IDENTITY OF BIDDER (attached) and,
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of completed copy of the E-Verify Memorandum of Understanding (MOU). For bidders that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

The contractor understands and agrees that by signing the RFB document or contract they certify that:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

W. Checklist of Contract Documents to submit

1. Contractor Questionnaire (shall be submitted 7 days prior to the bid opening)
2. Contractor Liability Insurance Certificate ("The City of Weldon Spring, its elected officials and employees" must be listed as additional insured.
3. Itemized Bid
4. E-Verify
5. Worker Eligibility Verification Affidavit
6. Subcontractor Approval Form
7. Non-Collusion Affidavit
8. Signature and Identity of Bidder
9. Owner-Contractor Agreement
10. Contract Execution - Signatures and Seals

X. E-Verify Requirement



Company ID Number: _____

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and _____ (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.



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8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including



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the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.



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10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be



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authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties



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performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

Company ID Number: _____

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit



Company ID Number: _____

the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or



Company ID Number: _____

DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer

Name (Please Type or Print)

Title

Signature

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: _____

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: _____

Company Facility Address: _____

Company Alternate Address: _____

County or Parish: _____

Employer Identification Number: _____

North American Industry Classification Systems Code: _____

Parent Company: _____

Number of Employees: _____

Number of Sites Verified for: _____

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)



E-Verify is a service of DHS and SSA

Company ID Number: _____

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Name: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Y. Worker Eligibility Verification Affidavit

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

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

Notary Public

My commission expires:

Z. Subcontractor Approval Form

This report must accompany any Maintenance Contract Work Order utilizing subcontractors.

The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor Signature

Date

AA. Non-Collusion Affidavit

STATE OF MISSOURI

COUNTY OF SAINT CHARLES

_____, being duly sworn, deposes and says that he is
_____* (sole owner, partner, president, secretary, etc.)
of _____,

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

SIGNED:

Title

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

Notary Public

Notary Seal

BB. Contractor Questionnaire

This form needs to be submitted to the City Administrator no later than seven (7) calendar days prior to the date and hour of the bid opening. Submitting late with bid will be considered but could be reason to reject bid.

Contractor Name _____

Has your firm done work with the City of Weldon Spring in the past 5 years? () Yes () No

If yes, what contract(s) did you participate in? _____

Has your firm been awarded contracts by St. Charles County, MoDOT, or any other local municipalities in the last 5 years? () Yes () No If yes, list the contract(s) and owner contact:

_____ Contact Information _____

_____ Contact Information _____

_____ Contact Information _____

Was this work completed successfully on time? () Yes () No

What was the approximate volume of work your firm had under contract in in the last 2 years?

2019 \$ _____ # of Contracts _____

2020 \$ _____ # of Contracts _____

How many employees did your firm employ during 2024? _____ in 2023? _____

What is the largest project your firm has successfully completed in the last 5 year?

_____ Owner _____

Final Contract Value: \$ _____

Has your firm done business under a different name? () Yes Name _____ () No

What is your current work load under contract?

_____ # of Contracts valued at approximately \$ _____

Key staff to be assigned to this contract if successful:

Submit to cityengineer@weldonspring.org

Name _____ Title _____

Phone _____ email _____

Please attach any other information, brochures, letters of recommendation to this form.

CC. Signature and Identity of Bidder

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____

Name of individual, all partners, or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

_____	_____
-------	-------

(If using a fictitious name, show
this name above in addition
to legal names)

_____	_____
-------	-------

(If a corporation, show its name above)

ATTEST: (SEAL)

_____	_____
-------	-------

Secretary Title

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

DD. Owner-Contractor Agreement

This is an Agreement made and entered into the _____ day of _____, 2026, by and between **City of Weldon Spring** (hereinafter called the "Owner") and _____, a _____ with offices located at _____, (hereinafter called the "Contractor").

The project is identified as **2026 Maintenance Contracting**, located at in Weldon Spring, Missouri, Project No. (hereinafter called "Project") The Engineer is St. Charles Engineering, 801 S. Fifth Street, St. Charles, Missouri, (hereinafter called the "Engineer").

WITNESSETH:

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

The Contract Documents

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement. The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

Scope of Work

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The 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.

EE. Contract Execution - Signatures and Seals

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

City of Weldon Spring
Mayor

By _____

(SEAL)

Print Name

Attest: _____

Print Name

Date: _____

Title

By _____
Contractor

(SEAL)

Attest: _____

Date: _____