

**PWSD #1 of Stone County
Kimberling City, Missouri**

**ANNUAL REPAIR/MAINTENANCE
OF WATER DELIVERY
INFRASTRUCTURE AND ASSOCIATED
MECHANICAL DEVICES
COMPETITIVE REQUEST FOR PROPOSAL
RFP**

July 15, 2026

**PWSD #1 of Stone County
Kimberling City, Missouri**

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I. INVITATION TO BID

A. INTRODUCTION

The Board of PWSD #1 of Stone County, Missouri (Water Utility) invites you to submit a proposal for the work described herein. Questions should be directed at:

Jeanette Karl

PWSD #1 Office Manager

[P] (417) 739-2107

[E] Jeanette@pwsd1stonecounty.com

Allie Ashford

PWSD #1 Office Assistant

[P] (417) 739-2107

[E] Allie@pwsd1stonecounty.com

- OR -

PWSD #1 of Stone County, Missouri is a water utility governed by a Board of Directors, engaged in the treatment and distribution of potable water in Kimberling City, Missouri. PWSD #1 of Stone County maintains over 120,000 feet of 2", 4" and 6" lines. Since PWSD #1 of Stone County is a quasi-governmental agency, the laws of the state of Missouri shall apply and control any contract which is awarded.

PWSD #1 of Stone County reserves the right to waive informalities and to accept or reject all responses submitted. The terms "bid", "proposal" and "response" are synonymous when used in this document. The term "Bidder" may also be referred to as "Proposer", "Contractor" or "Seller". "PWSD #1 of Stone County" may also be referred to as "Water Company", "Owner", "Buyer" or "PWSD #1".

It is the intention of PWSD #1 to select and rank 3 contractors to make sure we have coverage for emergencies and urgent repairs. The first ranked contractor will always receive the first call, followed by the second ranked contractor and lastly the third ranked contractor.

B. RFP REGISTRATION

PWSD #1 requests that firms interested in participating in this bidding event contact the PWSD #1 representative listed in RFP Section I-A (*Introduction*) and register as a bidder. PWSD #1 will notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

C. SUMMARY SCOPE OF WORK

This project is intended to provide both scheduled and on-call excavator/plumber to perform repair and maintenance services for PWSD #1 by a licensed and qualified contractor.

The work includes furnishing all labor, tools, transportation, equipment, and materials for Emergency, Urgent, and Normal responses for, including but not limited to, infrastructure leaks, valve replacement, meter replacement, possible road cutting, possible rock breaking, yard repair and seeding, brush clearing and removal, and possibly more infrastructure needs.

PWSD #1 has an annual average of one hundred thirty requests for services related to infrastructure maintenance and repair. The average annual expenditure for infrastructure maintenance and repair is approximately one hundred eighty-five thousand dollars.

D. PROPOSAL OPENING

All proposals must be in the hands of the PWSD #1 Office Manager, per one of the approved submittal methods provided in RFP Section I-G (*Proposal Submittal Methods*), by the Proposal Opening date and time, which is **July 31, 2026, at 4:00 PM (CST)**. Any proposal received after such date and time will be rejected.

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

E. PROPOSAL SUBMITTAL METHODS

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All proposals must be received by PWSD #1 by the opening date and time stated in this document. The method of submittal is at the sole discretion and risk of the bidder. Preparation for any submittal method should be taken well enough in advance of the posted opening date and time to allow for unexpected issues. PWSD #1 is not responsible for submittal failures of any kind- electronic or otherwise. Bidders mailing proposals or having proposals delivered should allow sufficient time to ensure receipt by the due date and time specified. Mail, express mail and delivered responses must be sealed in an opaque envelope or package and should include one set of original documents plus two (2) copies (marked appropriately as “Original” and “Copy”).

****** Proposals in response to this RFP may be submitted by any of the methods listed below ******

1. Mail / Express Mail / Hand Deliver

Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside with the RFP number and opening date/time. Proposals are to be addressed to:

PWSD #1 of Stone County
Attn: Jeanette Karl - Office Manager
48 James River Road - *physical location for hand delivery*
Kimberling City, MO 65686

***** END OF SECTION *****

II. RFP REQUIREMENTS

A. REQUEST FOR INTERPRETATION, CLARIFICATION, AND ADDITIONAL INFORMATION

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto or is seeking clarification or requesting additional data/information, may submit a written request directed to the PWSD #1 Office Manager, general email address, as specified in RFP Section I-A (*Introduction*).

Any such interpretation, clarification, or recognition of additional data/information will be made by written addendum. PWSD #1 will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the RFP response and will become a part of the Contract Documents. Failure to acknowledge all addenda issued may constitute grounds for rejection of that RFP response.

All requests for interpretations must be received by the Office Manager no later than the **five (5) calendar days prior to the proposal opening date provided in RFP Section I-F (*Proposal Opening*)**. Requests received after that date will not be answered. People submitting a request will be responsible for its prompt delivery.

B. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

C. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms who meet PWSD #1 requirements and fall within the competitive range as determined by PWSD #1. PWSD #1 reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, PWSD #1 reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

If PWSD #1 determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, PWSD #1 may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, on the discretion of the selection committee of PWSD #1, result in rejection of a proposal.

The selection committee of PWSD #1 will evaluate each proposal to determine which is the lowest and best (i.e., Best Value) and forward its recommended top three selections to the PWSD #1 Board of Directors. The Board of Directors of PWSD #1 reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If PWSD #1 determines that a proposal has failed to meet an acceptable level on any factor listed below, the PWSD #1 Selection Committee may reject that proposal.

Evaluation Criteria

In evaluating the proposals, the Selection Committee will use the following evaluation factors to determine not only the lowest and best proposals, but ability and willingness for emergency rapid response and overall experience working with high pressure lines. Ability to operate heavy equipment near other utility lines is paramount. Deviation from the requirements will be evaluated, but may, in the discretion of the Selection Committee, result in rejection of a proposal.

- 60% based on Price.
- 40% based on Adherence to Questions and submittals.

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Selection Committee will consist of two PWSD #1 Board Members and the PWSD #1 Office Manager.

D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he, or she is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

E. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

F. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he, or she thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for proper estimation of the difficulty or cost of the work. PWSD #1 assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

G. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if PWSD #1 accepts the Response to RFP without change. There will be no contract between the parties unless and until PWSD #1 issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE RFP**

WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

Change Order—A change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO—The best and final offer of the Contractor that is in response to the Request for BAFO.

Request for BAFO—The document issued by PWSD #1 that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

*** END OF SECTION ***

III. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by PWSD #1, insurance of such types and in such amounts as may be necessary to protect it and the interests of PWSD #1 against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by PWSD #1. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with PWSD #1 within ten (10) days after the date of receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of PWSD #1 or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Office Manager
PWSD #1 of Stone County
48 James River Road
Kimberling City, MO 65686

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- (A) Workers' Compensation* ** Statutory Limits
Employer's Liability
Bodily Injury by Accident—each accident.....\$1,000,000
Bodily Injury by Disease—each employee limit..... \$1,000,000
Bodily Injury by Disease—policy limit..... \$1,000,000

*** Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**

**** Workers' Compensation coverage shall include a waiver of subrogation in favor of PWSD #1 where permitted by law.**

- (B) Commercial General Liability Insurance***, Including Premises,
Operations, Products and Completed Operations, Contractual Liability,
Broad Form Property Damage, Independent Contractors,
Such Coverage Shall Apply to Bodily Injury and Property Damage on an
"Occurrence Form Basis" with each Occurrence Limit of.....\$1,000,000
In the Aggregate..... \$2,000,000
- (C) Automobile Liability Insurance*** Covering Bodily Injury
And Property Damage for Owned, Non-owned and Hired
Vehicles with a Combined Single Limit of..... \$1,000,000
- (D) Umbrella or Excess Insurance*** (Following form)\$3,000,000
- (E) Leased/Rented Equipment..... \$100,000

***** “PWSD #1 of Stone County including its Board of Directors” shall be added as an Additional Insured for the full limits of the Liability Insurance coverages, using the ISO Additional Insured-Owner endorsement, CG 20 10, for premises/operations and CG 20 37 for completed operations, or substitute endorsement providing equivalent coverage.**

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of PWSD #1, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold PWSD #1 harmless there from. These Insurance Requirements are intended to be minimum coverages, and PWSD #1 does not warrant that coverages or amounts will be sufficient protection for contractors or PWSD #1. Contractors will be responsible for any deficiencies thereof.

NOTE:

Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement “All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of PWSD #1 or cancellation of such insurance.” must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement must be met by specifically endorsing PWSD #1 onto *each required policy* to receive notifications.

***** END OF SECTION *****

IV. BID FORM

A. NAME OF BIDDER:

1. [To be used if Contractor is a corporation]
_____, a corporation organized and existing under the laws of the State of _____, with its principal office and place of business in the City of _____, with the address of _____.
2. [To be used if Contractor is a partnership]
_____, a partnership consisting of _____ and _____ of the City of _____ with the address of _____.
3. [To be used by an individual or sole trader]
doing business as _____, of the City of _____, with the address of _____.

**B. BOARD OF PWSD #1 of STONE COUNTY
KIMBERLING CITY, MISSOURI**

The undersigned proposes to furnish at its sole risk, cost, and expense all labor, tools, equipment, supplies, facilities, transportation, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

Item #	WORK ITEMS
Item 1.	Emergency Response <u>Description:</u> The hourly rate applied to a work order specified as an Emergency Response, within (4) hours of notification, to a worksite for services, and unless agreed upon, remain on the worksite until the requested work is complete. PWSD will pay for hours specified as Emergency Responses based on hours spent at the worksite. PWSD will furnish all materials. Travel time or mobilization fees will be included as part of the Emergency Response work. The minimum hours for one (1) call out, specified as Emergency Response, should not exceed four (4) hours.
Item 2.	Urgent Response <u>Description:</u> The hourly rate applied to a work order specified as an Urgent Response, within (24) hours of notification or available start time based on Missouri one-call locate clearance, to a worksite for services, and unless agreed upon, remain on the worksite until the requested work is complete. PWSD will pay hours specified as Urgent Responses based on hours spent at the worksite PWSD will furnish all materials. Travel time or mobilization fees will be included as part of the Urgent Response work. The minimum hours for one (1) call out, specified as Urgent Response, shall not exceed four (4) hours.
Item 3.	Normal Response <u>Description:</u> The hourly rate applied to a work order specified as a Normal Response, within 3

	business days of notification or available start time based on Missouri one-call locate clearance, to a worksite for services, and unless agreed upon, remain on the worksite until requested work is complete. PWSD will pay hours specified as Normal Responses based on hours spent at the worksite. Travel time or mobilization fees will be included as part of the Normal Response work. The minimum hours for one (1) call out, specified as Normal Response, shall not exceed four (4) hours.
Item 4.	Preventive Maintenance/Meter Replacement/PRV Repair <u>Description:</u> The cost per occurrence of routine preventive maintenance for all preventive maintenance, meter replacement or PRV repairs at PWSD. Preventive maintenance shall be performed by the Contractor as scheduled by the Operations Manager as a routine work order. PWSD reserves the right to reduce or increase preventive maintenance frequency as conditions warrant.

LABOR RATES

The undersigned proposes to furnish at his sole risk, cost, and expense, all labor, tools, equipment, materials, supplies, facilities, transportation unless otherwise arranged with PWSD (ex. But not limited to -Yard tractor), and other means necessary to perform the work as set out in the Bid Documents in strict accordance therewith, as follows:

1. MAINTENANCE RATES - WAGE DETERMINATION NOT APPLICABLE

	Bid Unit Price		Estimated Yearly Quantity*		Estimated Yearly Price*
a. <u>Emergency Response</u> Labor-Charge per person per hour.	\$ _____	X	40	=	_____
b. <u>Urgent Response-</u> Charge per person per hour.	\$ _____	X	20	=	_____
c. <u>Normal Response:</u> Charge per person	\$ _____	X	70	=	_____

* Note: The estimated quantities will be used for evaluation purposes. The quantities may or may not represent actual quantities in future years. The total cost of the agreement will be evaluated over a five (5) year period based on the bid prices (including renewal increases) times the estimated quantities for labor.

RENEWAL OPTIONS

PWSD #1 shall have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of five (5) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder below for each applicable option period. All percentages of increase stated shall be computed against the previous year's Agreement prices. Renewal percentages apply to labor rates only.

- 1) First Renewal Period (Year Two):
Percent of Hourly Rate Increase (from year one rates): _____ %
- 2) Second Renewal Period (Year Three):
Percent of Hourly Rate Increase (from year two rates): _____ %

- 3) Third Renewal Period (Year Four):
Percent of Hourly Rate Increase (from year three rates): _____ %
- 4) Fourth Renewal Period (Year Five):
Percent of Hourly Rate Increase (from year four rates): _____ %

- C. PWSD will not pay mark-up on freight or other directly chargeable incurred costs, but PWSD will reimburse the Contractor for these expenses at the Contractor's cost. Contractor shall provide a copy of his invoice to document these costs.
- 1) PWSD will pay for equipment rental, including incidental fees (such as pick-up and delivery fees) at the Contractor's cost. Contractor shall provide a copy of his rental invoice to document costs. Incidental fees may not exceed \$150 per rental occurrence.

C. QUESTIONS / REQUESTS FOR SUBMITTALS

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
 - Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP
 - Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP)
 - General company information (years in business, name changes, etc.)
 - Information on applicable prior projects completed for City Utilities
2. Arbitration/Litigation. List of all projects undertaken in the last 5 years which have resulted in partial or final settlement of the Contract by arbitration or litigation. Provide for each project:
 - a. Name of client and project.
 - b. Original Contract amount.
 - c. Total claims arbitrated or litigated.
 - d. Amount of settlement of claims.
3. Quality Control
 - a. Include procedures for tracking quality control, include associated documentation.
 - b. Provide reporting procedures to PWSD, including proposed reporting formats.
4. Safety and Loss Control
 - a. List your organization's Interstate Experience Modification Rate (EMR) for the past three years. Use your intrastate EMR if not interstate rated.

Attach a signed and dated letter from your workers' compensation insurance carrier verifying your EMR.

- b. Provide your organization's Standard Occupational Classification (SOC) number.
- c. Provide your organization's injury experience for the past three years using OSHA No. 300 logs (As an alternative, you may submit copies of your logs). The following items must be addressed:
- | | | |
|----|-------------------------------------|-------|
| 1. | Number of OSHA recordable cases: | _____ |
| 2. | Number of lost workday cases: | _____ |
| 3. | Number of lost workdays: | _____ |
| 4. | Number of restricted workday cases: | _____ |
| 5. | Number of fatalities: | _____ |
| 6. | Number of man-hours worked: | _____ |
- d. Will a licensed MO-DNR operator (Minimum Class II) be utilized on this Contract? If yes, provide details including the name and contact information for the licensed operator. If no operator currently exists, someone become licensed within the first 7 months of the contract?
- e. Does your organization conduct documented safety inspections? If yes, provide details including the frequency of the safety inspections, who conducts the inspections, etc.
- f. From the three options below, Provide details regarding your organization's Written Safety Program:
- Written Safety Program is currently on file with PWSD (provide most recent revision date)
 - Written Safety Program is included with response to this RFP
 - No Written Safety Program

5. Listing of Equipment

- a. Type and size of equipment to be used for work under this Contract.
- b. Listing of which equipment is owned, rented, and leased.

6. Affirmations of Bidder's ability to respond from time of notice as required for the term of this contract:

- a. Bidder able to respond within (4) hours or less for an Emergency Response following guidelines set by Missouri one call.
- b. Bidder able to respond within (24) hours or less for an Urgent Response or start time set by Missouri one call. Urgent Response can be upgraded to emergency depending upon status of work needed.
- c. Bidder able to respond within 3 business days at start time set by Missouri one call for a Normal Response.

7. Provide current number of the following if applicable:

- a. Total number of employees
- b. Employed qualified plumbing technicians and their certification.
- c. Employed licensed water operators and their certification.

- d. Employed qualified excavators and their certification is applicable.
- e. Crews available to be deployed to different worksites at one time

8. Provide estimated percentage of work to be conducted by Bidder's own employees.

D. ADDITIONAL REQUIREMENTS:

- 1. Awarded Contractors must obtain a business license with the City of Kimberling City.
- 2. Contractor shall comply with the City of Kimberling City Codes for Pavement replacement etc.
 - a. Traffic Control
 - b. Roadway and right of way requirements
 - c. Inspection of jobs requirements.

EXCEPTIONS

The undersigned declares that the following list states any and all variations from and exceptions to the requirements of the Request for Proposal and that otherwise it is the intent that the work will be performed strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

SUBCONTRACTORS

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. PWSD reserves the right to object to any Subcontractor or supplier.

List items to be subcontracted with proposed subcontractor

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The undersigned understands and agrees that the accompanying bid deposit (if applicable) shall become the property of PWSD #1 should his proposal be accepted and he fail or refuse to execute the agreement and furnish a performance bond, insurance policies, and certificates of insurance as called for within the time provided.

The Bidder recognizes that PWSD #1 reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has taken into account each provision of all of said Contract Documents and hereby offers this Proposal and agrees to be bound and perform the work according to the terms of the Contract Documents should PWSD #1 issue a Notice of Award and enter into an Agreement with Bidder.

Firm Name: _____

Name: (print) _____ Title: _____

Signature: _____ Date: _____

Phone #: _____

Email: _____

*** END OF SECTION ***

V. AGREEMENT (SAMPLE)

THIS AGREEMENT made and entered into this ____ day of _____ by and between the BOARD OF PWSD #1 of STONE COUNTY, MISSOURI, hereinafter referred to as "Owner" and

- A. [to be used if Contractor is a corporation] _____ a corporation organized and existing under the laws of the State of _____ with its principal office and place of business in the City of _____,
- B. [to be used if Contractor is a partnership] _____ a partnership consisting of _____ and of the City of _____,
- C. [to be used by an individual or sole trader] _____ doing business as _____ of the City of _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, PWSD #1 issued a Request for Proposal and/or a Request for Best and Final Offer and Contractor submitted a proposal and/or a best and final offer (BAFO) to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, PWSD #1 duly accepted the proposal and awarded a contract therefore to Contractor, based upon said proposal or BAFO,

NOW, THEREFORE, IT IS AGREED,

1. The Contract Documents (as defined in the RFP Requirements) are attached hereto and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties.
2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

By: **BOARD OF PWSD #1 OF STONE COUNTY, MISSOURI**

Name

Title

ATTEST: _____

Approved as to Form and Content:

PWSD #1 Legal Counsel

Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

*** END OF SECTION ***

VI. SPECIAL CONDITIONS

These Special Conditions amend or supplement the PWSD #1 General Conditions referenced in RFP Section II-T and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

- A. Amendments to General Conditions

VII. TECHNICAL REQUIREMENTS

- A. PWSD #1 will inspect work prior to acceptance of work and substandard work is to be corrected at no cost to PWSD #1.
- B. Fees for services will be compensated on a time and material basis. Hourly rates will be as shown on the Bid Form. Labor charges shall comply with Prevailing Wage Law where applicable and shall begin on each job when the Contractor or Contractor's representative arrive at the job site. Labor charges end when the Contractor or Contractor's representative leaves the job site (with the exception of shop time approved by PWSD #1 Authorized Personnel prior to shop work being performed).
- C. The Contractor must guarantee all labor for long term engineered installations until DNR approval for project completion has been received and/or for a period of one year from the date of completion of a project unless a longer period is established in the project estimate. Routine projects labor will be guaranteed to meet DNR guidelines.

VIII. DRAWING LIST

- A. Provided as needed or upon request by PWSD #1 Authorized Personnel.

IX. INVOICING

- A. Invoices shall be detailed for all activity and may not occur more frequently than monthly.

*****End of Document*****