



CITY OF O'FALLON, MISSOURI

PURCHASING DEPARTMENT

100 North Main Street

O'Fallon, MO 63366

T: (636) 379-5527

FURNISH AND DELIVER BID

INVITATION TO BID:	24-090	BID ISSUE DATE:	11/01/2024
BID DESCRIPTION:	ELEVATOR MAINTENANCE SERVICES		
BID OPENING DATE:	11/20/2024	BID OPENING TIME:	3:00PM CST
COPIES REQUIRED:	1 ORIGINAL	BID BOND REQUIRED:	NO

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE FINANCE CONFERENCE ROOM ON THE FIRST FLOOR OF THE MUNICIPAL CENTER. LATE BIDS WILL NOT BE OPENED OR CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein on the forms supplied. **Do not staple or submit bid in any type of binder**; binder clips are acceptable.

The original bid, along with the bid bond (if applicable), must be received in a sealed envelope that has your company name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The City of O'Fallon, Missouri reserves the right to accept or reject any and all bids received and waive any and all irregularities.

QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL BY 12:00 P.M. on 11/06/2024 TO THE PURCHASING AGENT. QUESTIONS WILL BE ANSWERED VIA ADDENDUM BY END OF DAY ON 11/08/2024. Addendum information is available over the Internet at www.ofallonmo.gov . We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.	PURCHASING AGENT: CHRISTINE GRABIN	
	PHONE: E-MAIL:	636.379.5527 CGrabin@ofallonmo.gov

BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:	CITY OF O'FALLON ATTN: CHRISTINE GRABIN, PURCHASING AGENT 100 NORTH MAIN STREET O'FALLON, MO 63366
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FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

CITY OF O'FALLON, MISSOURI

INSTRUCTIONS TO BIDDERS

BID REQUIREMENTS:

The City of O'Fallon, Missouri (the "City") **requires** all bids be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in the "Instructions to Bidders", "General Conditions" and "Special Conditions" of the contract. Please make and retain a copy of this bid for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form and all other documents where indicated.

Where applicable, the Bidder shall furnish with the bid, one set of all available literature pertaining to the equipment and/or material to be furnished under the bid.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

The total price quoted by the Bidder must be the total cost delivered to the location(s) stated in the "Special Conditions" or "Specifications". Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s).

In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated.

However, if "OR APPROVED EQUAL" is not written and you cannot bid the specified item, the Bidder may submit an alternate bid. The City will consider the bids covering the specified article or material first.

The City, for cost effective measures, standardizes on specific items; those bids will contain the language "no substitution," and any alternative will not be considered.

ALTERNATE/EQUAL BIDS:

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

The City reserves the right to approve any material the Bidder proposes to furnish which contains variations from specification requirements, but which may substantially comply.

CONTRACT AWARD INFORMATION:

Award notification will be sent to the vendor receiving the award via mail or fax.

Response summaries will be available at www.ofallonmo.gov under Bid Opportunities. This summary information will include bids that were delivered by the required bid opening date and time.

CONTRACT DOCUMENT COMPONENT PARTS:

The contract documents herein named include all of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1) Instructions to Bidders
- 2) General Conditions
- 3) Special Conditions
- 4) Bid Form
- 5) References
- 6) Specifications
- 7) Pricing/Signatures
- 8) Any and all addenda to the foregoing

All documents are or will be on file in the office of the City Clerk, City of O'Fallon, MO, 100 North Main, O'Fallon, MO 63366.

CITY OF O'FALLON, MISSOURI

DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions shall be described fully, on the Bidder's letterhead, signed, and attached to the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid, specifications and contract documents.

If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the City, such information represents only the opinion of the City as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information.

FACSIMILE/E-MAIL TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the City.

INDEMNITY:

The Contractor 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 Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or other contract documents, the bidder is expected to submit questions to the Purchasing Agent. The Purchasing Agent is the point of contact for this bid. All communications regarding this bid packet must be directed to the Purchasing Agent. All contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process. Any contact will result in immediate disqualification of the proposer.

If a question can be answered by directing the questioner to a specific section of the bid packet, then the Purchasing Agent may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the specifications. The Purchasing Agent will make this determination. Oral communication is considered unofficial and non-binding on the City. If an amendment to the specifications is issued, it will be provided to all offerors that were issued a copy of the bid packet and to those that have requested a copy of the bid packet from the Purchasing Agent.

Christine Grabin, Purchasing Agent
E-mail: CGrabin@ofallonmo.gov

Only questions answered by formal written addenda will be binding. Oral and interpretations or clarifications will be without legal affect.

CITY OF O'FALLON, MISSOURI

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. **Bids must be returned with all pages intact.** Please make and retain a copy of this bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

All prices quoted by the Bidder shall be F.O.B. delivered and shall include any and all freight costs to the delivery location(s) specified. The Bidder must not qualify the bid by stating F.O.B. a location other than such stated location(s).

When a bid consists of a number of items, prices must be submitted for all items, unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid page. The Bidder must bid in accordance with the unit(s) of measure called for. If an item is listed by each, the bid price must be entered by each, not dozen or hundred. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids.

Where unit prices are requested, the quantities stated are approximate only. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units installed in the completed work within the proposed scope of work.

All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids, that contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

The bid shall be signed by a company officer empowered to bind the company. Failure to sign the bid may cause the bid to be determined to be non-responsive and the bid may be rejected.

SUBMISSION OF BIDS:

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

The Bidder shall be responsible for delivery of bids to the Purchasing Agent before the date and hour set for the opening of bids. The City assumes no responsibility for delays caused by any delivery service. Postmarking by due date will not substitute for actual receipt by the City. Late bids will not be opened or considered.

END OF INSTRUCTIONS TO BIDDERS

CITY OF O'FALLON, MISSOURI

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO REQUEST:

If it becomes necessary to revise any part of this request or if additional data is necessary to enable the exact interpretation of provisions of this request, revisions will be provided in the form of an Addendum. If revisions are necessary after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

CHANGES:

All changes to this Bid Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled bid opening shall issue such amendments.

The City reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between City and the successful Contractor.

The City shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

No claim based on oral changes will be allowed.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits shall together constitute the Contract. The Contractor hereby asserts that it has read the specifications, and that it is thoroughly informed and familiar as to their contents and requirements. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of this Contract shall be to the satisfaction of the City.

DISCLAIMER:

RESERVED BY OWNER

The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.

The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further considerations.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. This Invitation to Bid process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace.

ENDORSEMENTS:

Contractor shall not use the City in any form of endorsement to any third-party without the Buyer's written permission.

CITY OF O'FALLON, MISSOURI

EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return it to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and return it to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. destination. Shipments sent C.O.D. without City's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

HOLDING OF BIDS:

Contractor may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no Contractor shall withdraw or cancel his bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

SAFETY DATA SHEETS:

If applicable, Contractor shall furnish Safety Data Sheets for their products upon award of Contract.

MISCELLANEOUS REQUIREMENTS:

The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-Verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings against buyer, in which City, and of Contractor's suppliers, contractors, distributors or dealers, or the users of any of

CITY OF O'FALLON, MISSOURI

Contractor's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City whenever infringement will result from Contractor's adherence to specifications supplied by the City or by an authorized City Representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.

PAYMENT:

The goal of the City is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

TAX:

The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available upon written request.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City because of the Contractor's breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the Contractor with any additional cost incurred.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Prior to any sales or assignments, the City must be notified and approve same in writing. The City shall have right of first refusal.

END OF GENERAL CONDITIONS

CITY OF O'FALLON, MISSOURI

SPECIAL CONDITIONS

DELIVERY REQUIREMENTS:

In this contract, time is of the essence. All freight and delivery charges are to be included in the costs entered on the bid pricing page. Under no circumstances will the City be liable for additional delivery charges.

The successful bidder's performance under the terms and conditions of this contract shall be satisfactory to the City.

All deliveries shall be made between the hours of 8:30 a.m. and 4:30 p.m. unless other arrangements have been made.

PREVAILING WAGE LAWS:

- A. State of Missouri: On projects involving Public Works or Public Funds, it is the statutory policy of the State of Missouri that "a wage of not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body, engaged in Public Works, exclusive of maintenance work." In compliance with Missouri State Law, the following stipulations are made a part of this contract:
1. The schedule of occupational classifications and minimum hourly wage rates applicable to this project are to be attached and made a part of the Contract Documents.
 2. The general prevailing rate for legal holidays and overtime work, as determined by the Industrial Commission, and as attached herein, shall be paid all workmen.
 3. The CONTRACTOR shall forfeit as a penalty to the state, county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded \$10.00 for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him. Section 290.250, RSMo.
 4. All bonds furnished by this CONTRACTOR shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this Contract.
 5. A clearly legible statement of all prevailing hourly wage rates to be paid all workmen employed in order to execute this Contract and employed on this project shall be kept posted in a prominent and easily accessible place at the site thereof by each CONTRACTOR and subcontractor engaged in this project under the Prevailing Wage Law Section 290.210 through 290.340 as amended R.S. No. 1994, effective October 13, 1994; and each notice shall remain posted during the full time that any such workmen shall be employed on the project.
 6. Upon completion of construction and before final payment can be made from this project; the CONTRACTOR shall file an "Affidavit of Compliance with the Prevailing Wage Law". No payment can be made unless and until this affidavit is filed in proper order.
- B. The Prevailing Wage document to be utilized throughout the duration of the construction contract is the one that is "In Effect" as posted with the Missouri Department of Labor and Industrial Relations at the time of the first day of the project Advertisement.

The Prevailing Wage document as attached to these specifications, for all intents and purposes is meant to reflect the most current version at the time of the bid opening and if for some reason the one included with these specifications is out-of-date, then one that would have been in effect at the time of the advertisement will prevail.

END OF SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

WORKER'S COMPENSATION INSURANCE:

The Vendor 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 Vendor for such work unless such employees are covered by the protection afforded by the Vendor'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 Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

Commercial General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Liability Limits	\$1,000,000/Per Occurrence
	\$3,000,000/General Aggregate
	\$3,000,000 Products/Completed Operations aggregate
	Additional Insured status must be provided to the City and confirmed by copy of such endorsement.
	An umbrella/excess liability policy can be used to attain the required limits.

Commercial Automobile Liability Insurance:

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury and Property Damage	\$3,000,000 Combined Single Liability Limit
	An umbrella/excess liability policy can be used to attain the required limits.

CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

INDEMNITY:

The Contractor 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 Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor 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.

CITY OF O'FALLON, MISSOURI

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

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.

NOTICE OF LAWSUIT:

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

CHOICE OF LEGAL COUNSEL:

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

DISPUTES:

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

END OF INSURANCE REQUIREMENTS

CITY OF O'FALLON, MISSOURI

**BID FORM
24-090 ELEVATOR MAINTENANCE SERVICES**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: Christine Grabin, Purchasing Agent

The undersigned, being duly sworn, certifies that he is:

___the Owner/Sole Proprietor ___a Member of the Partnership ___an Officer of the Corporation ___a Member of the Joint Venture
herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 100 North Main Street, O'Fallon, Missouri 63366, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the City to verify business references.

CITY OF O'FALLON, MISSOURI

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

The bidder verifies that they have provided equipment, material, or services contained in this contract to the following parties with needs similar to that of City and authorizes the City to verify references of business and credit at its option.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

State the number of years in business _____ State the current number of personnel on staff _____

CITY OF O'FALLON, MISSOURI

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ *Title of Person Signing*

of _____

_____ *Name of Bidder*

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ *Notary Public*

My Commission Expires _____

CITY OF O'FALLON, MISSOURI

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

THE BIDDER'S ATTENTION IS DIRECTED TO Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All vendors submitting a bid must furnish all information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax ID #: _____ if no Federal Tax ID # list SS #: _____

For bid to be considered, the Preference in Purchasing Products form must be filled out and submitted for each bid and dated in the current calendar year.

CITY OF O'FALLON, MISSOURI

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 City 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 City of _____

Date Business Established: _____

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 included with this bid.

CITY OF O'FALLON, MISSOURI

[Attach documentation of enrollment/participation in a federal work authorization program]

CITY-CONTRACTOR AGREEMENT

(sample form)

THIS AGREEMENT, by and between the City of O'Fallon, Missouri, hereinafter called the OWNER, and _____, a _____, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, in accordance with law, the OWNER has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in connection with the **Elevator Maintenance Services;** and

WHEREAS, the OWNER, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted, and has determined the aforesaid CONTRACTOR to be the lowest and best bidder for the work and has duly awarded to the said CONTRACTOR a contract therefore, for the sum or sums named in the CONTRACTOR's bid, a copy of the Bid Form being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties hereby agree, the OWNER for itself and its successors, and the CONTRACTOR for itself and any successors, assigns, and administrators, as follows:

ARTICLE I.

CONTRACTOR shall furnish, at CONTRACTOR's expense, all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities, all materials, supplies and equipment specified and required for the completed work; and provide and perform all necessary labor in a good, substantial, and workmanlike manner to construct and complete the work as described and required by the plans, specifications, and the proposal for construction of the improvements, all in accordance with the plans, specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein, all work to be done under the direct supervision, and to the entire satisfaction of the OWNER.

ARTICLE II.

CONTRACTOR shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, nonsegregated facilities, and Missouri Prevailing Wage Law.

ARTICLE III.

OWNER will pay the CONTRACTOR for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, the sum of (\$ in figures) (in words) for all work covered by and designated in the bid. Payment shall be made in the manner and as specified in the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DETAILS SPECIFICATIONS and the INSTRUCTIONS TO BIDDERS. Five percent (5%) of partial payments shall be retained until all work is completed.

ARTICLE IV.

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of the OWNER. In no case shall the CONTRACTOR assign work amounting to more than **seventy (70%) percent** of the total contract amount. No transfer of contract shall release the CONTRACTOR of his liability under the contract and bonds applicable thereto.

ARTICLE VII.

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

ARTICLE VIII.

CITY OF O'FALLON, MISSOURI

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

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

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

ARTICLE IX.

- (a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the OWNER, or otherwise breaches any provision of the Contract, the OWNER may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the OWNER shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the OWNER may deem expedient, which may include, but is not limited to, the OWNER itself completing the work or the OWNER hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the OWNER, shall promptly:
- i. assign to the OWNER in the manner and to the extent directed by the OWNER all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party, and which relate to the Work or to construction equipment required therefore, and
 - ii. make available to the OWNER to the extent directed by the OWNER all construction equipment owned by the CONTRACTOR and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the OWNER by giving three (3) days prior written notice to the CONTRACTOR if the OWNER, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

CITY OF O'FALLON, MISSOURI

ARTICLE X.

This project has been originated by:

City of O'Fallon, Parks Department
100 North Main Street
O'Fallon, MO 63366

who will act as the OWNER in accordance with the Contract Documents.

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed, and the CONTRACTOR has executed one (1) original of this Contract in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Contract.

CITY OF O'FALLON, MISSOURI, OWNER

BY: _____ DATE _____

Michael Snowden, City Administrator

ATTEST:

Bess Bacher - City Clerk

_____, CONTRACTOR

BY: _____ DATE _____

_____ (Title)

ATTEST:

_____ (Title)

CITY OF O'FALLON, MISSOURI

SPECIFICATIONS

The City of O'Fallon, Missouri ("City") is accepting bids for a three-year contract with two optional one-year renewals to furnish elevator maintenance services per the requirements below.

The elevator contractor is to supply all necessary maintenance labor, repair labor, materials, testing, supervision and reporting required to maintain the City's elevator equipment in first class condition and in accordance with all applicable code requirements. In addition, the elevator maintenance contractor will be required to supply all necessary labor and material for annual safety testing as required by The State of Missouri Elevator Safety Unit, The State of Missouri, AMSE A17.1 Elevator Safety Code.

Location of Elevators:

If a contractor is interested in viewing the elevators, please contact Mike Leonard at 314-574-1806 to schedule an appointment.

- O'Fallon City Hall: 100 North Main Street, O'Fallon MO 63366
- O'Fallon Senior Center: 106 North Main Street, O'Fallon MO 63366
- O'Fallon Justice Center: 1019 Bryan Road, O'Fallon Mo 63366

Equipment, Frequency, and Minimum Onsite Maintenance Hour is one hour per quarter:

Elevator maintenance hours are hours only spent on servicing elevator unit quarterly and does not include hours for repair services, callback services, and annual safety testing.

- O'Fallon City Hall:
 - One (1) Dover Hydraulic Passenger Elevators
 - Three (3) Long Elevator Hydraulic Passenger Elevators
- O'Fallon Senior Center
 - One (1) Long Hydraulic Passenger Elevator
- O'Fallon Justice Center
 - Two (2) Kone MRL Traction Passenger Elevators

Minimum 1 hour at each site

CITY OF O'FALLON, MISSOURI

Equipment:

On a monthly basis, the elevator contractor shall: examine, clean, lubricate, and adjust the elevator equipment.

As conditions warrant repair or replace all elevator equipment including, but not limited to:

- Hoist machines, brakes, rope brakes, cables, cable monitoring systems, over speed governor, governor cables, motor drives, sheaves, pump motors, valves, and pumps.
- Car sling, sling sheaves, platform, car door sill, guide shoes, roller guide wheels and frames.
- Hoistway door interlocks, closers, hangers, rollers, gibs, fascia, hanger covers, toe guards.
- Controllers, leveling devices, relays, contactors, solid state devices, printed circuit boards, computers / microprocessors, electronic components, timers, rectifiers and all other parts and components. Provide all necessary controller programming, programs, and program updates.
- Selectors, selector tapes, cables, cams, limit switches, proximity switches, special design switches.
- Door operators, interlocks, gate switches, door drives, chains, belts, hangers, rollers, gibs, clutch, door protection devices.
- Car operating panels, hall pushbutton / control stations, fire service control panels, dispatching panels, lobby panels, car top operating stations, pit stop switches, pushbuttons, switches, read outs, bulbs, LED, bells, signals, emergency two-way communication systems, key operated switches, emergency lighting and batteries, directional indicators, audible signals, car position indicators.
- All elevator electrical box covers, elevator controller doors, elevator equipment covers, elevator electrical panels/covers will be in place and secured at all times.
- Fluids and lubricants.

Exclusions:

The cost of repairing or replacing the following are not part of the elevator contractor's responsibility on this project:

- Main line fuses, auxiliary disconnect fuses, disconnect switches unless originally installed as part of elevator equipment, feeders to disconnect switches.
- Buried piping and hydraulic cylinders.
- Lamps for car lighting, lamps for machine room and hoistway lighting.
- Re-finishing cab interior, cab flooring, car door panels (except for scrapes caused by misadjusted door guides).
- Hoistway enclosure, hoistway entrance door frames, hoistway door panels (except for scrapes caused by misadjusted door guides), hoistway door sills.
- Repairs or replacements caused by negligence, misuse, or vandalism of equipment not caused by the elevator contractor

CITY OF O'FALLON, MISSOURI

Cleaning / Housekeeping:

- The work site shall be kept in a clean, safe and orderly condition at all times. Any damage to building, equipment or finishes that is caused by the elevator contractor shall be immediately corrected at the contractor's expense to the satisfaction of the City.
- The elevator equipment, machine rooms, pits, hoistways, cars, and entrances shall be kept in a neat and clean condition.
- Controllers and control panels shall be kept free of dirt, dust, grease, and properly secured at all times. Hoistways, cab exteriors, car slings, buffers, and hall sills past the door frames shall be swept down at least once annually.
- Car tops, door equipment, and pits shall be cleaned and swept at least quarterly.

Lubrication:

- All elevator equipment shall be lubricated in accordance with the manufacturer's suggested requirements.
- The contractor shall use the lubricant recommended by the equipment manufacturer.
- Any leaking seals or gaskets shall be replaced.
- All lubricants will be provided by the elevator maintenance contractor and be brought on site as needed.
- No storage of lubricants on site in elevator machine room or elevator hoistways will be allowed.

Parts and Obsolescence:

- Contractor is to include all replacement parts and equipment required to assure safe, reliable, efficient and code compliant operation of the elevator equipment.
- Elevator contractor shall maintain a sufficient supply of spare parts and have them readily available to the site.
 - Contractor shall only provide genuine elevator replacement parts that meet at least the original manufacturer's standard.
- Any defective part that is to be included in this project that the elevator contractor claims to be obsolete and no longer available shall be immediately reported to the City.
- The contractor shall provide a quote for replacing the defective part along with a complete specification for the proposed materials.
 - The City reserves the right to investigate the contractor's claim of obsolescence and procure replacement parts if available.
 - The City reserves the right to provide any spare parts or equipment that are the City's property and the contractor will install those parts at no additional cost if the particular part is to be included in the contract.
 - The reasonable cost for any direct replacement part supplied by the Owner shall be deducted from future sums due to the contractor.

CITY OF O'FALLON, MISSOURI

Wiring Diagrams:

- Elevator contractor shall be responsible for maintaining the elevator wiring diagrams.
- Any wiring changes must be properly recorded and an updated copy provided to the City.
- The wiring diagrams are the property of the City and the contractor shall not remove them from the premises.

Testing:

The elevator contractor shall include all costs to perform all code required testing, including by not limited to:

- Hydraulic pressure tests
- Monthly fire service tests, emergency alarm test, two-way communications test, emergency lighting test and standby power (where applicable)
- The elevator contractor will schedule all testing to be completed no later than the date that the test is due under applicable code requirements.
- Overspeed Valve 5 year testing
 - Elevator contractor will schedule the required test one (1) month in advance with the City.
 - The City will provide a Qualified Elevator Inspector to witness tests as required by applicable codes, State of Missouri Elevator Safety Unit, and St. Louis County Mechanical Dept.
- Any additional cost that the City incurs due to a re-inspection that is caused by or due to failure of the system required to be maintained by the elevator contractor, will be deducted from future sums due to the elevator contractor.

Reporting:

- The contractor shall provide a maintenance control program in writing and stored in each elevator mechanical room with a copy provided to the City. The program shall meet applicable code requirements.
- A call back log, fire service test log, oil usage and safety test results will be part of the data provided.
- A written copy of each service report, work order, test result, etc. will be provided to the City at the time service is rendered.
 - Each report shall include the following information:
 - Serial number of elevator worked on, description of work performed, any unfinished work, parts installed, name of employee performing the work, employee classification, time in and out of the building.
- EACH WORK ORDER MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY.
- The contractor will semi-annually provide a written report to the City outlining any deficiencies that the contractor has noted, all call back data, all maintenance times and dates, confirmation that requirements of Elevator Equipment Operating Data are being maintained, all/any future code related updates that will affect the equipment and any upgrade recommendation that the contractor feels will improve the equipment.

CITY OF O'FALLON, MISSOURI

Scheduled Service:

- ELEVATOR CONTRACTOR PERSONNEL SHALL SIGN IN/OUT WITH THE BUILDING MANAGEMENT EACH TIME THAT THEY ENTER/EXIT THE PROPERTY.
- The elevator contractor shall include a minimum of one (1) hour preventative maintenance per month for each elevator on this project. This time will be measured from the time that the elevator personnel signs in/out on site and will not include any travel time, lunch breaks or time away from the building for any reason. Time expended for service calls, repairs or testing will not be deducted from the required maintenance time allotted.
- All scheduled work is to be performed between the hours of 8:30 AM – 4:30 PM unless previously arranged with the City.
 - Removal of equipment from regular service shall be scheduled with the City.
- Elevator contractor shall schedule, in advance, the regular maintenance with the City for the work that is to be completed approximately the same date each month.

Service calls / Response:

- Elevator contractor is to include the cost in their monthly maintenance price to provide unlimited emergency and non-emergency callback services during regular working hours, 8:00 AM - 4:30 PM at no additional cost to the City.
 - Overtime calls covered under this agreement include the regular time portion of overtime calls and the overtime portion of overtime calls will be billed to the City at the rates indicated on the pricing page.
- Elevator contractor is to provide a 24-hour emergency contact number.
- Elevator contractor will only respond to service requests from an authorized representative of the City.
- Elevator contractor employees must carry emergency two-way communications at all times while in the building.
- The City's authorized representative must sign the contractor's work orders that have the time in/out recorded.
- Response:
 - Service request (regular working hours):
 - Elevator contractor personnel are to arrive at building site within two (2) hours of receiving the service request at their 24 hour number.
 - Service request (overtime hours):
 - Elevator contractor personnel are to arrive at building site within four (4) hours of receiving the service request at their 24 hour number.
 - Emergency service request:
 - Elevator contractor personnel to arrive at building site within one (1) hour of receiving emergency service request at their 24 hour number.

Elevator Equipment Operation Data:

CITY OF O'FALLON, MISSOURI

The elevator contractor shall keep the elevator equipment operating at an optimum performance level in accordance with industry standards and requirements below:

1. The elevator acceleration and deceleration shall be smooth and efficient.
2. The elevator car speed shall not vary more than 5% of rated speed.
3. The elevator doors shall operate in a smooth and efficient manner. The door opening and closing time shall be maintained with the original manufacturer's operating standards.
4. Door standing times will be maintained in accordance with code.
5. The maximum door closing force shall be maintained in accordance with code.
6. Maintain elevator floor levels at code requirements – regardless of load.

Service Level Agreement:

- If an elevator is not operable more than seventy-two (72) hours per month, without the City's consent, the portion of maintenance payment for said elevator(s) will not be due and shall be credited to the City for the entire month in which the elevator is inoperable. This in no way limits the rights of the City to terminate the contract under the terms of this agreement.

Owners Right to Inspect:

- The City reserves the right to inspect or designate an inspector to review the elevator contractor's work and records for compliance with the contract and for quality control. The elevator contractor will cooperate and provide any requested information.
- The elevator contractor will promptly correct any deficiencies that are its responsibility under this specification.

Safety and Building Security:

- Elevator contractor will perform the work in a safe and efficient manner. Elevator contractor's personnel shall be properly licensed, skilled and trained to perform the required work. Elevator contractor will provide all necessary tools and safety equipment to safely complete the required work: (including but not limited to) proper barricades to protect open elevator hoistway or equipment conditions, warning signs, supervision, personal protective equipment, fall protection, ladders, and other/all OSHA/Safety required tools and equipment.
- Elevator contractor shall follow OSHA Lockout/Tagout procedures.
- The elevator contractor generally is not allowed on the City's roof area. If the City approves access to the elevator contractor, then the elevator contractor shall take any and all necessary safety precautions necessary to protect workers/others and to not cause damage to the roof structure.
- All keys provided by the City are to remain on the City's property and shall not be copied or removed from the premises without the City's express written permission.
- Elevator contractor's personnel shall wear a company uniform and carry proper identification at all times that they are on site.

CITY OF O'FALLON, MISSOURI

- Elevator personnel shall comply with the City's site rules as they apply to conduct, language, and housekeeping.
- The City reserves the right to require the contractor to reassign any contractor employee that City finds unsuitable for the services being provided.

Software and Equipment Restrictions:

- The existing elevator equipment may contain software, parts or equipment owned by others.
- The software may not be used on any other equipment.
- Elevator contractor shall not copy, alter, or modify the software in any manner or allow anyone else to do so unless expressly approved, in writing, by the software owner.
- All trade secrets, copyrights, patents, or other intellectual and proprietary rights in said software are and remain software owner's valuable property, including but not limited to, the specific design and structure of individual programs, their interaction, and unique programming technique, employed therein.
- Said software shall not be sold or reused upon removal unless expressly approved by the software owner (in writing) otherwise said materials shall be appropriately disposed of.

Phone Monitoring Services

- Contractor will provide 24/7 elevator emergency phone service.

CITY OF O'FALLON, MISSOURI

PRICING

Monthly maintenance pricing per the terms and conditions contained in this agreement:

Year 1:

Monthly maintenance: \$ _____ per month for City Hall and Senior Center

Monthly maintenance: \$ _____ per month for Justice Center

Year 2:

Monthly maintenance: \$ _____ per month for City Hall and Senior Center

Monthly maintenance: \$ _____ per month for Justice Center

Year 3:

Monthly maintenance: \$ _____ per month for City Hall and Senior Center

Monthly maintenance: \$ _____ per month for Justice Center

Optional Year 4:

Monthly maintenance: \$ _____ per month for City Hall and Senior Center

Monthly maintenance: \$ _____ per month for Justice Center

Optional Year 5:

Monthly maintenance: \$ _____ per month for City Hall and Senior Center

Monthly maintenance: \$ _____ per month for Justice Center

CITY OF O'FALLON, MISSOURI

Mechanic & Apprentice rates for work outside of the scope of this agreement:

Year 1:

Mechanic rate: \$ _____ per hour

Apprentice rate: \$ _____ per hour

Year 2:

Mechanic rate: \$ _____ per hour

Apprentice rate: \$ _____ per hour

Year 3:

Mechanic rate: \$ _____ per hour

Apprentice rate: \$ _____ per hour

Optional Year 4:

Mechanic rate: \$ _____ per hour

Apprentice rate: \$ _____ per hour

Optional Year 5:

Mechanic rate: \$ _____ per hour

Apprentice rate: \$ _____ per hour

Company Name: _____

CITY OF O'FALLON, MISSOURI

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this invitation to bid and any subsequent award of contract. All terms, conditions and representations made in the invitation will become an integral part of the contract.

Acknowledge the receipt of addenda by checking below as appropriate:

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and Sworn to before me this _____ day of _____ AD, 2024

(Notary Public) My Commission Expires: _____

LATE BIDS CANNOT BE ACCEPTED!



<u>SEALED BID</u>	
INVITATION #:	24-090
OPENING DATE:	11/20/2024
OPENING TIME:	3:00PM CST
DESCRIPTION:	ELEVATOR MAINTENANCE SERVICES
DATED MATERIAL-DELIVER IMMEDIATELY	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 092

ST. CHARLES COUNTY

In accordance with Section 200.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 509, Jefferson City, MO 65102-0509. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.92
Boilermaker	\$33.43*
Bricklayer-Stone Mason	\$62.70
Carpenter	\$63.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.41
Plasterer	
Communication Technician	\$55.55
Electrician (Inside Wireman)	\$68.34
Electrician Outside Lineman	\$33.43*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.43*
Glazier	\$67.91
Ironworker	\$70.01
Laborer	\$53.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$58.73
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$71.19
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.53
Plumber	\$77.38
Pipe Fitter	
Roofer	\$58.55
Sheet Metal Worker	\$74.61
Sprinkler Fitter	\$81.50
Truck Driver	\$47.88
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$62.94
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$81.20
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.84
General Laborer	
Skilled Laborer	
Operating Engineer	\$68.23
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.