

TEMPLATE

NAME OF WORKSHOP – PROJECT DESCRIPTION

INVITATION TO BID

Send proposals to: Name of Workshop
Address
Attention:

Proposals will be received at the (Name of Workshop) until (state date, time).

Any and all bids received after the time specified above will not be accepted.

Project Description:

(Summarize work to be done, e.g. renovation, construction, etc. and scope of work.)

A Pre-Bid Conference will be held at (time, date, location, address)

Obtain plans and specifications from: Office of (Name of Architect/Engineer, address, telephone number). Refundable Plan Deposit: \$100.00. Deposits will be refunded to unsuccessful bidders upon return of undamaged sets within 10 working days of the Award of Contract. Deposits for successful bidders will not be returned.

Offers must be submitted on the Bid Form Document 00311 – Stipulated Price. Bidders are required to complete Bid Form Document 00401 – List of Subcontractors

Bidders will not be discriminated against on the grounds of race color or national origin in consideration for an award.

The (Name of Workshop) reserves the right to reject any or all bids.

INFORMATION TO BIDDERS:

- 1. Arbitration:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this contract will be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this contract and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable

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statute of limitation. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

2. **Bonding:** Simultaneously with the delivery of the executed contract, the Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the total contract sum, as security for both the faithful performance and furnishing labor, materials or supplies on the project under this contract as specified in the contract documents. This surety on the bond will be a duly authorized surety company authorized to do business in the state of Missouri.
3. The **Prevailing wage** is applicable to all contracts, no matter how small or big.
 - (a) incorporate a complete copy of the Annual Wage Order showing the prevailing wage in all bid specifications;
 - (b) submit a Project Notification Notice (Division of Labor Standards form PW-2), at bid time, to the Division of Labor Standards;
 - (i) as determined by the Division of Labor Standards, specify in the call for bids what is the prevailing hourly wage in the locality for each type of worker needed to execute the contract and the general prevailing wage rate for holidays and overtime; and
 - (ii) insert in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages specified shall be paid;
 - (c) submit a list of project contractors (PW-1000) at award time to the Division of Labor Standards;
 - (d) during the project, all payroll records are to be collected and reviewed for compliance by the Owner;
 - (e) at completion of the project and before contract is fully paid, an Affidavit of Compliance form is to be acquired from the contractors and a copy sent to the Division of Labor Standards.
 - (f) for public works projects over \$250,000, specific requirements exist pursuant to the 1993 amendment to the prevailing wage law. (Sections 290.290, 290.550, et seq., 290.575, R.S.Mo. 1993.)
4. **Insurance:** The contractor shall purchase and maintain such comprehensive general liability and other insurance, such as workers' compensation, as appropriate for the work being performed which arise out of the contractor's

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performance and furnishing of the work and the contractor's other obligations under the contract, whether the work is done by the contractor or subcontractor or anyone directly or indirectly employed by any of them. It must be agreed that the successful contractor will, within 30 days, furnish the Productive Living Board (hereinafter referred to as "PLB") with a "Certificate of Insurance" indicating coverage as follows and the contractor shall name the PLB, its elected and appointed officials as additional insureds:¹

Minimum Insurance Coverage Limits

(a) GENERAL LIABILITY	
General aggregate	\$2,000,000
Product, completed operates aggregate	\$2,000,000
Personal injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire legal liability	\$ 100,000
Medical expense	\$ 10,000
(b) AUTOMOBILE COMBINED SINGLE LIMIT	
	\$1,000,000
(c) EXCESS LIABILITY	
Each occurrence	\$5,000,000
Aggregate	\$5,000,000
(d) EMPLOYER'S LIABILITY	
Each accident	\$ 500,000
Disease - policy limit	\$ 500,000
Disease - each employee	\$ 500,000
(e) OTHER LIABILITY	Contractual liability limits as indicated in (a) above.
f) SPECIAL LIABILITY	Per project endorsement.

5. **Indemnification:** To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Productive Living Board ("PLB"), its consultants, officials, agents and employees of any of them from and against all claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in

¹ Professional/malpractice insurance may be required for professional service contracts.

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whole or in part by a negligent act or admission of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the PLB or any of its agents or employees by any employee of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any sub-contractor under worker's compensation acts, disability benefits acts or other employee benefits acts.

The contractor shall further indemnify and hold harmless PLB, its officers, directors, agents and employees from and against all claims, demands, damages, losses and expenses, including without limitation, attorneys' fees paid or incurred by PLB in connection with the settlement or defense of any such claims, arising out of or in connection with the failure of the contractor to pay as provided in the applicable contract, any subcontractor, material men, supplier, architect, design professional or any other person with whom the contractor has contracted or who is employed directly or indirectly by the contractor.

6. **Prompt Payment Statute:** Pursuant to the Missouri Prompt Payment Statute, public owners on public works projects are required to promptly pay the prime contractor. The statute applies to all public works contracts awarded by any agency of the State of Missouri or any political subdivision of the state, including any municipality, county or board referred to as a public owner. The statute applies to all public works projects which involve construction, reconstruction, alteration, or other work. Section 34.057.1(1) R.S.Mo. Supp. 1990. An outline of the provisions are:
- (a) the public owner must make progress payments to the contract at least monthly or in a lump sum if it is a lump sum contract;
 - (b) the public owner's retainage cannot exceed 5% of the contract amount, unless determined by the project architect or engineer that a higher rate is required to ensure performance (but still no greater than 10%);
 - (c) the public owner must pay the contractor within 30 days after receipt of a payment invoice (otherwise interest of 1-1/2%/month is owed), unless
 - (i) the public owner may withhold payment from a contractor and is not obligated to pay the 1-1/2% interest if acting in "good faith" and has reasonable basis to withhold, including liquidated damages, unsatisfactory job performance, defective construction, disputed work, etc.;
 - (ii) a court may determine that public owner did not act in good faith or did not have reasonable cause and order payment of 1-1/2% interest and, in its discretion, attorney's fees;

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- (d) the public owner must make final payment within 30 days of project completion and filing of all required documentation and certifications;
- (e) any clauses which state that there is “no damage for delay” caused by acts or omissions of the public entity are unenforceable;
- (f) the statute does not render void provisions which:
 - (i) require arbitration of disputes;
 - (ii) provide for reasonable liquidated damages;
 - (iii) require notice of delay by party causing delay;
 - (iv) preclude a contractor from recovering delay damages for acts or omissions caused by the contractor or its agents.

7. Statement of Vendor/Bidder/Contractor's Qualifications:

The proposal should include the following:

- (a) Name and permanent main office address;
- (b) When organized; if corporation, when incorporated;
- (c) How many years has vendor/bidder/contractor been engaged in construction under the present firm or trade name;
- (d) General character of work performed by vendor/bidder/contractor;
- (e) List the more important contracts recently completed by the vendor/bidder/contractor stating the approximate gross costs for each and the month and year completed;
- (f) Contracts on hand (schedule these showing gross amounts of each contract and the respective anticipated dates of completion);
- (g) Has vendor/bidder/contractor ever failed to complete any work awarded to it; if so, where and why;
- (h) Has vendor/bidder/contractor ever been put on liquidated damages on any contract awarded to it; if so, when and why;
- (i) Has vendor/bidder/contractor ever defaulted on a contract; if so, where and why;
- (j) Has vendor/bidder/contractor firm ever engaged in litigation for settlement of claims or disputes arising out of a construction contract; if so, give particulars;
- (k) List the vendor/bidder/contractor's major equipment available for this project;
- (l) To what extent would vendor/bidder/contractor expect to employ sub-contractors?
- (m) List experience in construction work similar in importance to this project;
- (n) Provide three (3) customers' reference letters; and
- (o) Provide a credit application to PLB.

8. Rejection of Bids or Proposals. Any and all bids or proposals may be rejected with or without reason.

9. Sales Tax Exempt. Purchases by a contractor on behalf of the PLB are exempt from federal excise and state sales and use taxes.

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10. **Time Frame:** Time limits stated in the contract documents are of the essence. Upon the request of the Owner, the contractor shall prepare a schedule for the performance of the work, which shall be included in the final contract. Owner will suffer financial damage if the work is not substantially completed prior to the expiration of the contract time. The contractor shall pay to the PLB a determined sum as fixed, agreed and liquidated damages for each calendar day beyond the substantial completion date hereinabove provided, that the work is not substantially completed. Such fixed, agreed and liquidated damages shall be in addition to, and in no way limited to remedies PLB has under the contract documents, or as may be available under applicable law.