

## CONTRACTOR SERVICES AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between Trails Regional Library, (herein "Library") and \_\_\_\_\_ (herein "Contractor") for acceptance of proposal for Project \_\_\_\_\_.

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Library in writing, the Contractor shall provide the Library professional services for the benefit of the Library as prescribed by the Library based upon requests for proposals for projects assigned during the term of this agreement and the Contractor shall provide the Library, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Library's request for proposal. Contractor agrees to provide all such services in a timely manner as established by the Library in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Library directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Contractor by the Library or Library's representative in a written proposal for services which is approved by the Library in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a Library approved written proposal. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the Library. All work performed by the Contractor, based upon Library approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Library and Contractor in writing. All proposals for work submitted to the Contractor by the Library for work may contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the Library provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are

necessary for successful completion of the work in the judgment of the Library shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the Library provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specific Library required by the request for proposal unless otherwise specified in a specific proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Library or Library's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Library's request for proposal specifies otherwise.

1.4 **Signatures** - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the Library for an indefinite

duration unless limited in the proposal or withdrawn prior to acceptance by the Library. All proposals for services under this agreement shall be on forms approved by the Library; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a Library provided form, the signature block shall contain a signature line for the Library by the Library Director or Ass't Director of Facilities. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Library.

2. **Compensation** - In consideration for the Contractor's provision of services under this agreement, the Library agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the Library. Invoices shall be submitted upon completion of the work constituting the task or project for which services are provided. Periodic invoices may be submitted if mutually agreed upon by the Library and Contractor and shall only reflect charges for work already complete. Periodic invoices shall not exceed a total of ninety percent (90%) of the Contractor's proposal approved by the Library. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Library will retain ten percent (10%) of Contractor's proposal approved by the Library pending final completion of the contract services, or to correct any deficiencies in performance or for inadequately documented invoices until documented as required herein. The Library further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the Library, or as a result of a billing dispute between the Library and Contractor. No penalty shall be assessed to Library for such amounts withheld until after any dispute is resolved in Contractor's favor. Unless otherwise mutually agreed upon by the contractor and the Library, invoices received by the 1<sup>st</sup> of the month will have checks signed and mailed the day after the monthly Board Meeting, normally held the 3<sup>rd</sup> Thursday of each month.

3. **Library Responsibilities** - Library agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the Library which may affect services rendered hereunder. Contractor shall notify Library of all information it may require from Library or other contractors and contractors of Library sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. **Coordination of Work and Work Product** - Contractor shall coordinate all work with the Library's designated representative for each project assigned to Contractor and submit to the Library's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Library shall be considered the property of the Library. When available and requested by the Library, work product shall be provided in electronic form at actual cost in media compatible for use with Library software and equipment, and Adobe .pdf format shall be acceptable.

5. **Protection of Work, Property and Persons** -The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and Library's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify Library of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property

caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2. In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Library, shall act to prevent threatened damage, injury or loss. The Contractor will give the Library prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3. All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project, AFTER August 28, 2009. Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo. All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Library, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1. **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2. **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3. **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4. **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

6.5. **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6. **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the Library's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

6.7. **Excavation or Underground Construction** - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the Library's premises, or the injury to or destruction of property resulting there from, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alterations in, additions to, or the underpinning of an existing structure or structures. Before any blasting will be permitted, the Contractor shall be required to obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy.

6.8. **Subcontractor** - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the Library shall be filed with the Library prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the Library, and shall name the Library as an additional insured by endorsement.

7. **Indemnification** - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the Library, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the Library and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs,

arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the Library or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold Library harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the Library for such delegation or subcontract work.

8.1. The Contractor shall be fully responsible to the Library for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2. The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the Library may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the Library's possession, Contractor agrees to retain and provide the Library with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or



submitted to Contractor, or return same to the Library as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the Library or the Library's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the Library unless rendition of that service and expense thereof has been authorized in writing by the Library in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the Library shall be deemed a part of basic services for work performed under an Library approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **Library Authorization** -When the term Library is used in this agreement, it shall mean the administration of Trails Regional Library of Johnson & Lafayette County, Missouri or the Board of Trustees of Trails Regional Library, as the context requires. Authorization by the Library shall mean written instruction from one of the following: the Board of Trustees, the Library Director, or Ass't Director of Facilities. It is further understood and agreed that no person or party is authorized to bind the Library to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval one of the following: the Board of Trustees, the Library Director, or the Ass't Director of Facilities. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the Library in deviation to the terms and conditions of this agreement or as authorization for compensation for services except as may be approved in writing by one of the following: the Board of Trustees, the Library Director, or the Ass't Director of Facilities. When the term Library's representative is used, it shall mean the Library Director or the Ass't Director of Facilities. No work or project exceeding \$5,000.00 shall be binding upon the Library unless authorized by the Library Director.

12. **Period of Services and Termination** – The period of performance under this agreement shall be for a period of twelve (12) months from the date of execution, with an automatic renewal of an additional twelve (12) months unless otherwise terminated by either party. The Library may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or Library approved proposal for services and Library shall upon invoice remit payment for all authorized services completed up to the date

of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Library questions the extent of work on a final invoice, the Contractor shall give the Library the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven days written notice in the event the Library shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** - The Contractor shall comply, as it may apply to a particular project, with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto, for any work which is not a mere repair.

13.1. The Contractor and any authorized Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the Library. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of this Agreement.

13.2. Throughout the life of this agreement, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed at the site of the project in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

13.3. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the Library as a penalty, one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them or by any Subcontractor under them.

13.4. After completion of the project and before final payment on an approved proposal of services can be made under this Agreement, the Contractor and any authorized Subcontractor must file with the Library an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

13.5. During the life of this Agreement, the prevailing hourly rate of wages is subject to change by the Labor and Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the Library, nor will deductions be made by the Library against sums due the Contractor by reason of such changes. The current Annual Wage Order published by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this Agreement.

14. **Governing Law-** This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

15. **Certification of Lawful Presence / Work Authorization** -Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the Library and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

16. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the Library, nor shall Contractor be deemed to be an employee of the Library for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the Library's behalf or commit the Library in any manner.

17. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CONTRACTOR:**

**TRAILS REGIONAL LIBRARY**

\_\_\_\_\_

\_\_\_\_\_

BY:

BY:

\_\_\_\_\_

\_\_\_\_\_

DATE:

DATE:

ATTEST:

\_\_\_\_\_

BY:

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**

**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri )  
 )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

