

Michael L. Parson
Governor



Mark Hill
Director

Sarah H. Steelman
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
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Jefferson City, Missouri 65102
INTERNET: <http://www.oa.mo.gov/fmdc>
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(573) 751-3339
FAX (573) 751-7277

June 12, 2020

Michael V. Birkel
Birkel Electric
652 Trade Center Blvd.
Chesterfield, MO 63005

RE: **Construction Services, Telecom & Data Wiring**
Project No: ZASIDIQ-0032

Dear Mr. Birkel:

Please find enclosed your copy of the fully executed Construction Contract for the above referenced project. This **Notice To Proceed** letter authorizes your firm to begin work in accordance with the terms of the Contract. If not held already, please contact our Construction Administrator to arrange a pre-construction meeting. No site work should be conducted before the pre-construction meeting is held.

The Contract requires the use and completion of several forms, including the Application and Certification for Payment (Forms A-C) and Affidavit of Compliance with Prevailing Wage Law. You can find these documents for your use on our website at: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>. The use of these documents is explained in the Contract's General Conditions and will be reviewed during the pre-construction meeting.

Sincerely,

Chris DeVore
Deputy Director of Administration
Division of Facilities Management,
Design and Construction

CD/pg

Enclosures

c: CI Electronic File

en: Mark Hill, FMDC Director
Tina Brown, Construction Administrator
Paul Girouard, Contract Specialist
CI Planning
ADS

**STATE OF MISSOURI
CONSTRUCTION SERVICES CONTRACT**

THIS AGREEMENT, made this **Twenty Seventh** day of **May 2020**, by and between MVB Contracting, Inc. DBA **Birkel Electric**, (hereinafter called the "Contractor") and the State of Missouri, (hereinafter called the "Owner"), represented by the Office of Administration, Division of Facilities Management, Design and Construction.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1 - GENERAL STATEMENT OF WORK

- A. The Contractor will perform an undetermined quantity of construction services, including maintenance, repair, and capital improvement projects, at State of Missouri facilities located in the following counties:

Statewide – all counties

- B. The Owner will issue a Request for Proposal for each project that will describe in detail the Work required, as set forth further below. The Contractor shall furnish all labor and materials necessary to complete the Work as set out in the Request for Proposal and any related drawings and specifications provided by the Owner at the prices set forth in the Contractor's proposal.
- C. The Owner may request that the Contractor complete several job orders simultaneously. The Owner may also request that the Contractor provide employees to perform services on an hourly basis.
- D. The Contractor shall perform all services in accordance with this Contract and the General Conditions, which are incorporated herein by reference. In the event that there is a conflict between the terms of this Contract and the General Conditions, this Contract shall prevail.
- E. Each job order performed under this contract shall not exceed \$74,999.99. The cumulative annual total of individual job orders under this contract shall not exceed \$1,000,000. The Contractor shall understand and agree that the Owner does not guarantee any specific usage of the Contractor's services.

ARTICLE 2 - REQUESTS FOR PROPOSALS AND JOB ORDER RELEASE PROCEDURES

- A. The Owner's Representative will issue a detailed description of each proposed job order to be performed under this contract on the Request for Proposal (RFP) form. If necessary, the description will include drawings and specifications.
- B. Various employees of the Owner may issue a Request for Proposal to the Contractor under this contract. Unless informed otherwise by the Owner, the Owner's Representative for that job order shall be the employee of the Owner who issues the Request for Proposal. The Contractor should direct all communication regarding a job order to the Owner's Representative for that job order.
- C. A Request for Proposal issued by the Owner's Representative is for information only. The Contractor should not begin any work until receiving a Notice to Proceed from the Owner.

- D. Within ten (10) working days after receipt of a Request for Proposal, the Contractor shall submit a proposal for the cost and the time necessary to execute the Work described therein. The Contractor shall submit its proposal on the appropriate Detailed Breakdown form. Subcontractors may use the appropriate Detailed Breakdown form or submit its proposal on letterhead, provided the same level of detail is included. All proposals shall include a Detailed Breakdown of costs using the contract rates.
- E. Within ten (10) working days after the Owner issues a Request for Proposal, the Contractor must inspect the job site and must present to the Owner a written proposal that contains the following information:
1. The type(s) of services required to complete the job order, including any work required off site.
 2. The number of man-hours of each type of service required to complete the job order.
 3. A complete list of building materials, supplies and/or tools and equipment, including specialty tools and equipment owned by the Contractor, that will be required to complete the job order.
 4. A firm, fixed price for all materials, supplies and/or tools and equipment the Contractor shall supply based on costs as indicated on the Bid Form. The list must be presented whether or not the Contractor shall provide some or all of the materials, supplies and/or tools and equipment for the project. Each item(s) supplied costing over one hundred dollars (\$100.00) each shall be itemized as a single line item on the Contractor's material list.
 5. A guaranteed not-to-exceed total price for completing the specific job order based on the number of hours required to complete the job order for each type of service, plus the cost of materials and supplies and/or owned, rented or leased tools and equipment provided based on the current National Rental Register or the percentage added to net cost as indicated on the Bid Form.
 6. A completion date of the project.
- F. The Owner reserves the right to accept or reject all or any portion of the Contractor's written proposal. If the Owner accepts the Contractor's written proposal, the Owner will communicate its acceptance by sending to the Contractor written Notice to Proceed with the project within the period mutually agreed upon.
- G. If the Owner is required to cancel a job order after receiving a proposal from the Contractor, a Cancellation Notice will be issued. The Owner shall pay the Contractor's cost to prepare the proposal at a rate of \$100.00 for each job order proposal not awarded within sixty days from the date of receipt of Contractor's written proposal. Should the Owner execute any job order within sixty days, the Contractor agrees and understands that costs to prepare its proposal will not be paid but will be considered part of the overhead and profit of the Contractor.
- H. If an emergency is declared, the Owner may issue an Emergency Service Authorization without having received a detailed proposal from the Contractor.
- I. The Owner will issue a Notice of Acceptance to the Contractor upon completion of a job order.

ARTICLE 3 - TIME OF COMPLETION

- A. This Contract shall be in effect for one year, beginning the date that Notice to Proceed is issued by the Owner. The Owner, at its sole discretion may extend the contract for one additional one-year period at the prices set forth in the Contractor's bid. A time for completion of each individual project shall be established in the Request for Proposal for that job order.

ARTICLE 4 - CONTRACT COMPENSATION

- A. The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this Contract, as provided in approved proposals for each job order. The Owner shall pay the Contractor within thirty (30) days after presentation of the Contractor's statement of services rendered.

ARTICLE 5 - CONTRACTOR INVOICING

Article 5.4 of the General Conditions is inapplicable to this Contract. The Contractor shall invoice as follows:

- A. Building Projects: The Contractor must submit a monthly invoice itemizing each type of service in hours provided during that month and any materials and supplies provided.
 - 1. If the Contractor is working on more than one job order in a month, the Contractor must invoice each job order separately.
 - 2. The Contractor's total invoices for any job order shall not exceed the guaranteed not-to-exceed price stated in the Contractor's approved proposal or any Owner approved change orders thereto.
 - 3. The Owner will compensate the Contractor for the total amount of the invoice upon the Contractor's completion and the Owner and/or state agency's inspection and acceptance of the job order.
 - 4. The Contractor shall be paid for the number of hours (sixty (60) minutes equal one hour) required to complete each job order at the firm, fixed price per hour as bid on the pricing page for regular time, and contained in the Contractor's approved proposal for each type of service required.
 - 5. Overtime will be paid only if approved by the Owner's Representative in writing as part of the Contractor's written proposal or any written change orders thereto for a job order.
- B. Hourly Work: When providing services on an hourly basis (sixty (60) minutes equal one hour), the Contractor shall be compensated at the rate indicated on the Contractor's proposal for the particular type(s) of service(s) provided. Hourly work shall be regular time unless specifically authorized in writing by the Owner's Representative.
 - 1. The Contractor must submit a monthly invoice (separate from other job order invoices) itemizing each type of service in hours provided on an hourly basis during that month.

2. If the Owner's Representative requires the Contractor's qualified personnel to work overtime while providing service on an hourly basis, the Contractor may invoice those overtime hours at the firm fixed price as bid on the pricing page for overtime.
- C. Materials, Supplies, Tools and Equipment: In the event that the Contractor is providing building materials and supplies and/or rented or leased tools and equipment, then the Contractor shall be paid the Contractor's net cost, plus a firm, fixed percentage over net cost as quoted on the Bid Forms. In the event that the Contractor provides specialty tools or equipment that the Contractor owns, the Contractor shall be paid for the use of such specialty tools or equipment in accordance with the price(s) contained in the Contractor's original bid.
- D. The Contractor must submit invoices and all required paperwork to the Owner's Representative for each individual job order at the address provided by the Owner's Representative.

ARTICLE 6 - PERFORMANCE

- A. After receiving Notice to Proceed from the Owner, the Contractor shall provide the qualified personnel, tools, and equipment necessary for completing the job order and any or all materials and supplies required. Allowance will be made for materials and supplies, lead times, shipping schedules, etc., if needed.
- B. The Owner may or may not provide some or all building materials, supplies and/or tools and equipment required to complete the projects. The Contractor shall be required to provide all building materials, supplies and/or tools and equipment required for the projects that the Owner does not provide.
- C. Each day when coming to work on a project, the Contractor's employees must sign in with the Owner's Representative or the Building Manager to notify them of their arrival. Likewise when leaving for the day the Contractor's employees must sign out with the Owner's Representative or Building Manager. **The Contractor is responsible for providing its own sign-in sheet for each project and will only be reimbursed for hours actually worked as evidenced by the sign-in sheet.**
- D. Upon completion of a job order, the Owner's Representative shall inspect the project and provide the Contractor with a Notice of Acceptance to verify the completion date and acceptability of the completed project. If the project is not acceptable to the Owner's Representative, the Contractor shall take corrective action as determined necessary by the Owner's Representative.
- E. The Contractor shall agree and understand that the Owner may make changes in the scope of a project (size, configuration, etc.) prior to and during the Contractor's work on the project. When the Owner notifies the Contractor of such changes, the Contractor must submit a written change order request to the Owner if there are any changes in the types of services, the number of man-hours of each type of service, the building materials and supplies, the guaranteed not-to-exceed price, and/or the time frames for completion of the service project from the Contractor's approved proposal as a result of the Owner's changes in the scope of the project. The Contractor must receive the Owner's written approval to proceed with the changes specified in the change order before deviating from the Contractor's approved proposal on that particular project.
- F. The Owner reserves the right to require the Contractor to provide operations manuals, as built drawings, equipment warranties, etc., upon completion of each project.

- G. Submittals: As applicable for each job order, the Contractor will submit shop drawings, material and equipment lists and operating and service manuals in accordance with the General Conditions.
- H. Safety Requirements: Contractor and subcontractors at any tier shall comply with section 292.675, RSMo and Article 1.3, E, of the General Conditions.
- I. Hourly Services: Occasionally, the Owner may need the Contractor to provide one or more persons to assist the Owner's staff on a temporary, hourly basis.
 - 1. When requesting qualified personnel to provide service on an hourly basis, the Owner will tell the Contractor: (1) what type(s) of services are needed, and (2) approximately how many hours of each type of service are needed.
 - 2. The Contractor must provide qualified personnel at the facility within eight (8) hours after receiving the request for personnel to assist Owner's staff on an hourly basis, unless the Owner's Representative indicates that the Owner is requesting emergency services.
 - 3. The Contractor must provide qualified personnel at the facility within five (5) hours after receiving a request for emergency services. The Owner shall solely determine the definition of an emergency service.

ARTICLE 7 - CONTRACTOR USE OF PREMISES

- A. During the construction period, the Contractor shall have full use of the premises for construction operations, except as set forth below.
- B. The Contractor's use of the premises may be limited by the Owner's right to perform work or to retain other contractors to perform work on the premises.
- C. The Contractor shall limit its use of the Owner's premises and operations to areas indicated by each job order and the Owner's Representative. The Contractor shall not disturb portions of the site beyond the areas in which the Work is performed.
- D. The Contractor shall allow for Owner occupancy of the premises and use by the public.
- E. The Contractor shall keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and emergency vehicles at all times. The Contractor shall not use driveways and entranceway for parking or storage of materials. The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- F. The Contractor shall maintain the existing building in a weather tight condition throughout the construction period, and shall take all precautions necessary to protect the building and its occupants during the construction period. The Contractor shall repair any damage cause by construction operations.
- G. Storage of Materials: The Contractor shall store all materials within project limits. The Contractor shall confine apparatus, materials and operations of workers to locations established by the Owner's Representative. Storage trailer locations shall be subject to approval by the Owner's Representative and will be available to the Contractor at no cost.

- H. Utilities: Each job order will specify availability of utilities. Normally, utilities will be provided from the Owner's facility.
- I. Site Security: Each job order will specify the site security requirements for each project. The Contractor's employees may be required to undergo a background check and obtain a State identification card prior to beginning work.

ARTICLE 8 - OCCUPANCY REQUIREMENTS

- A. The Owner will occupy the site and existing building during the entire construction period. The Contractor shall cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. The Contractor shall perform the Work so as not to interfere with the Owner's operations.
- B. The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to substantial completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

ARTICLE 9 - WARRANTIES

- A. The Contractor must guarantee all furnished parts and labor for a period of one (1) year from the date of substantial completion, as set forth in Article 3.4 of the General Conditions, unless the Contractor specifies a longer period in the proposal submitted by the Contractor for that job order.
- B. Any damage to the building or equipment because of defective parts and/or prosecution of the project shall be the responsibility of the Contractor.

ARTICLE 10 – COMPLIANCE WITH IMMIGRATION LAWS

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

ARTICLE 11 - BONDING AND INSURANCE REQUIREMENTS

- A. The Contractor shall furnish a floating performance and payment bond in the amount of \$300,000 to cover all work performed under this Contract. Should the Owner issue job orders to the Contractor totaling more than \$300,000 at any one time, the Contractor shall furnish an additional bond to

cover the total amount of the outstanding work until the time that the total amount of work falls below \$300,000. The bond shall comply with Article 6.1 of the General Conditions.

- B. The Contractor shall furnish a standing Builder's Risk or Installation Floater insurance policy in the amount of \$300,000 to cover all work performed under this Contract. Should the Owner issue job orders to the Contractor totaling more than \$300,000 at any one time, the Contractor shall furnish additional Builder's Risk or Installation Floater coverage for the total amount of the outstanding work until the time that the total amount of work falls below \$300,000. The Builder's Risk or Installation Floater shall comply with Article 6.1 of the General Conditions.
- C. The Contractor shall provide all other insurance required by Article 6.2 of the General Conditions.

ARTICLE 12 - CONTRACT DOCUMENTS

- A. In addition to this document, as executed by the parties, the Contract shall consist of the following component parts:
1. Section 001116, Invitation for Bid
 2. Section 002113, Instructions to Bidders
 3. Section 004000, Procurement Forms and Supplements
 4. Section 005000, Contracting Forms and Supplements
 5. Section 007000, Conditions of the Contract
 6. Division 1 – General Requirements
 7. Contractor's completed Bid Form (Section 004113) and Unit Prices Form (Section 004322), as accepted by the Owner

ARTICLE 13 – WORK IN NON STATE-OWNED BUILDINGS


- A. The State of Missouri has agencies located in buildings or portions of buildings that are privately owned. The property is not owned by the state, therefore the Contractor's work shall follow the laws and policies of the city and county. It shall be the Contractor's responsibility to acquire the required license(s) and permit(s) that the respective city and county may require prior to starting the work in a privately-owned building.
- B. Cost for licenses and permits shall be the responsibility of the Contractor.

APPROVED:

Mark W Hill

 Digitally signed by Mark W Hill
Date: 2020.06.11 08:29:58 -05'00'

Mark Hill, P.E., Director (Date)
Division of Facilities Management,
Design and Construction

 5/26/2020
Michael V. Birkel, President (Date)
MVB Contracting, Inc.
DBA Birkel Electric

STATE OF MISSOURI

Bid Time: 1:30 PM

Bid Date: 4-16-2020

SECTION 004113 - BID FORM

1.0 BID:

A. From:

MVB Contracting, Inc. DBA / Birkel Electric
(Bidder's Name)

herein after called the "**Bidder**".

B. To:

Director, Division of Facilities Management, Design and Construction
Room 730, Harry S Truman State Office Building
301 West High Street
Jefferson City, Missouri 65102

herein after called the "**Owner**".

C. For

Construction Services
Telecom & Data Wiring
Statewide

D. Project Number: ZASIDIQ-0032

E. Documents: The undersigned, having examined and being familiar with the complete set of contract documents, including the Invitation For Bid, Instructions To Bidders, General Conditions, and the technical specifications, including:

Addenda number 1 through 2, hereby proposes to perform the Work for the following:

- 2.0 The bidder must state a firm, fixed percent of net cost the bidder shall charge in addition to the bidder's net cost for providing materials and supplies in accordance with the requirements stated herein.
10 percent of net cost of materials and supplies.
- 3.0 The bidder must state a firm, fixed percent of net cost the bidder shall charge in addition to the bidder's net cost for providing equipment and tools in accordance with the requirements stated herein.
10 percent of net cost of equipment and tools.
- 4.0 The bidder must state a firm, fixed percent of net cost the bidder shall charge in addition to the bidder's net cost for providing subcontractor costs. This rate will be used in lieu of the rates listed in Article 4.1 of the General Conditions (Section 007213)
10 percent of net cost for subcontractors.
- 5.0 The bidder must indicate below the maximum percentage of price increase or decrease applicable to labor rates for the extension period. This increase or decrease shall be applied to the labor rates in effect for the original year. Bidders:

Extension period: 2 % maximum increase

6.0 BID BOND

- A. Accompanying the bid is: \$50,000 Bid Bond or Cashier's Check/Bank Draft for **\$50,000**.
Payable without condition to the Division of Facilities Management, Design and Construction, State of Missouri, as per Article 5.0 of "Instructions To Bidders".

1.0 DESCRIPTION AND PROCEDURES

- A. For purposes of this contract, "Unit Prices" refers to the hourly rates for the services set forth below.
- B. The Unit Prices indicated below shall be used to determine the cost for work performed on each project or job order under this contract. The quantities of work to be included in the contractor's proposal for each job order will be based on the Request for Proposal (RFP), and any related drawings and/or specifications, issued by the Owner for that job order. The following Unit Prices shall also apply should either MORE or LESS work be required than indicated in contractor's proposal for a job order. In the event that more units are required than included in the contractor's proposal, the total price for that job order shall be increased using the Owner's authorization forms.
- C. The Unit Prices set forth below shall include any staff necessary to perform the work including, but not limited to, apprentice, journeyman, foreman, general foreman, superintendent, project manager, estimator, and all office staff.
- D. Only a single unit price shall be given for each space indicated below.
- E. Travel Time includes (1) the cost of operating the vehicle including fuel and maintenance, (2) the time that the driver and passenger are in the vehicle while the vehicle is running, and the cost of lodging.

2.0 UNIT PRICES FOR PROJECTS REQUIRING NO LESS THAN PAYMENT OF PREVAILING WAGES:

	TRAVEL TIME	FIELD	FIELD	FIELD DBL RATE
	HOURS	REG TIME	1 ½ RATE OT	OVERTIME
1.1 Communication Technician	\$ <u>65.00</u> /hr	\$ <u>75.00</u> /hr	\$ <u>100.00</u> /hr	\$ <u>130.00</u> /hr
1.2 Electrician (Inside Wireman)	\$ <u>65.00</u> /hr	\$ <u>75.00</u> /hr	\$ <u>100.00</u> /hr	\$ <u>130.00</u> /hr

3.0 UNIT PRICES FOR PROJECTS NOT REQUIRING PAYMENT OF PREVAILING WAGES

	TRAVEL TIME	FIELD	FIELD	FIELD DBL RATE
	HOURS	REG TIME	1 ½ RATE OT	OVERTIME
1.1 Communication Technician	\$ <u>65.00</u> /hr	\$ <u>65.00</u> /hr	\$ <u>90.00</u> /hr	\$ <u>105.00</u> /hr
1.2 Electrician (Inside Wireman)	\$ <u>65.00</u> /hr	\$ <u>65.00</u> /hr	\$ <u>90.00</u> /hr	\$ <u>105.00</u> /hr