



CITY OF O'FALLON, MISSOURI

PURCHASING DEPARTMENT

100 North Main Street

O'Fallon, MO 63366

T: (636) 379-5527

Fax: (636) 978-4144

FURNISH AND DELIVER BID

INVITATION TO BID:	19-027	BID ISSUE DATE:	02/08/2019
BID DESCRIPTION:	ASPHALT PARKING LOT OVERLAY & STRIPING AT CARSHIELD FIELD		
BID OPENING DATE:	02/19/2019	BID OPENING TIME:	10:00 A.M. CST
COPIES REQUIRED:	1 ORIGINAL	BID BOND REQUIRED:	YES (5% OF BID)
<i>Optional Pre-Bid Meeting on February 12, 2019 @ 10:00 AM at 900 TR Hughes Blvd., O'Fallon MO 63366</i>			

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 COUNCILMEN'S 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 technicalities.

QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL OR FAX BY 12:00 P.M. on 02/13/2019 TO THE PURCHASING AGENT. QUESTIONS WILL BE ANSWERED BY END OF DAY ON 02/14/2019. Addendum information is available over the Internet at www.ofallon.mo.us . We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.	PURCHASING AGENT: JULIE MOELLERING	
	PHONE: E-MAIL: FAX:	636.379.5527 jmoellering@ofallon.mo.us 636.978.4144

BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:	CITY OF O'FALLON ATTN: JULIE MOELLERING, 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.ofallon.mo.us 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. 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.

Julie Moellering, Purchasing Agent
Fax: 636-978-4144
E-mail: jmoellering@ofallon.mo.us

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.

BID SECURITY:

Each bid shall be accompanied by a bid bond (on form attached), cashier's check or a certified check for an amount not less than five (5) percent of the bid amount; payable unconditionally to the City of O'Fallon, Missouri as a guarantee that the bidder will execute a contract. The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned.

PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price (100%) with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance and payment of this contract and the guarantee of the work. Both contract and bond shall be executed in triplicate and in the form to be approved by the City.

LIQUIDATED DAMAGES:

Liquidated damages shall be assessed against the Contractor for failure to commence the project within ten (10) calendar days from the written notice to proceed date and/or complete the project on the designated completion date in the amount of Five Hundred Dollars and Zero Cents (\$500.00) per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

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:

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.

CITY OF O'FALLON, MISSOURI

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 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 enure 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

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 8:00 a.m. and 4:00 p.m. unless other arrangements have been made.

PRICING:

The pricing stated by the bidder in the bid documents shall remain firm for a twelve (12) month period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

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
19-027 ASPHALT PARKING LOT OVERLAY & STRIPING AT CARSHIELD FIELD

(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: Julie Moellering, 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 BIDDERS 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

BID BOND/SECURITY

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title Signature and Title

Attest: _____

- Note: (1) Above addresses are to be used for giving required notice.
- (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable

EJCDC NO. 1910-28-C (1996 Edition)

CITY OF O'FALLON, MISSOURI

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____
_____ of _____
(Firm*)

*a (corporation) (partnership) duly authorized by law to do business as a construction CONTRACTOR as Principal and _____ (Surety and Address) (hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound unto the City of O'Fallon, (hereinafter called the "CITY"), in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which to be made unto said CITY, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 20____, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said CITY for the construction of:

ASPHALT PARKING LOT OVERLAY & STRIPING AT CARSHIELD FIELD

NOW THEREFORE, if the said Principal shall faithfully and properly perform the fore-going contract according to all terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any CONTRACTOR in the name of said CITY.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice:

- a) To the extension of time to the CONTRACTOR in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.
- c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the CITY at the time such work was accepted.

CITY OF O'FALLON, MISSOURI

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in
One (1) _____ original part as of the _____ day of _____, 2019.

(SEAL)

Attest:

BY:

(SEAL)

Attest:

BY:

CITY OF O'FALLON, MISSOURI

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein after called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of O'Fallon
(Name of Owner)

100 North Main Street, O'Fallon, Missouri 63366
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars
\$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

ASPHALT PARKING LOT OVERLAY & STRIPING AT CARSHIELD FIELD

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the

CITY OF O'FALLON, MISSOURI

SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in one (1) part, which shall be deemed an original, this the day of , 2019.

ATTEST:

Principal

BY _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT: Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

CITY OF O'FALLON, MISSOURI

MAINTENANCE GUARANTEE

THIS CONTRACT, made and entered into this _____ day of _____, 2019,

by and between _____

_____ (Contractor)
as principal and party of the first part, and

_____ as Surety,
_____ party of the second part, and

_____ (Owner)
_____ party of the third part

WHEREAS, the above party of the first part has entered into a contract for the Asphalt Parking Lot Overlay & Striping at CarShield Field Project in the Contract Documents, Specifications and Plans;

NOW THEREFORE, the said party of the first part does hereby agree and bind himself, his heirs, executors and assigns to furnish all material, labor, equipment, and do all work necessary to perform the work mentioned above, in accordance with the Contract Documents, Specifications, and Plans, a copy of which is hereto attached and made a part hereof, and to maintain the same in a state of perfect repair for the period of one year from and after its completion, final acceptance and final payment of the same by the party of the third part, less allowance for normal wear and tear, without further compensation than that provided for in the Contract for the first cost of said work.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this _____ day of _____, 2019.

_____ (Contractor)

By _____

_____ (Surety)

By _____

_____ (Owner)
City of O'Fallon, Missouri

By _____

CITY OF O'FALLON, MISSOURI

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 **Asphalt Parking Lot Overlay & Striping at CarShield Field**, 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, non-segregated 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 (\$ 500.00) (Five Hundred Dollars and Zero Cents) 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 V.

CONTRACTOR agrees to begin work within ten (10) days after receiving written notice to start work from the OWNER and to complete the work by **April 15, 2019.**

ARTICLE VI.

In conformity with the GENERAL CONDITIONS and BID FORM, the amount of liquidated damages for the Contract shall be **Five Hundred Dollars and Zero Cents (\$500.00)** per consecutive calendar day.

CITY OF O'FALLON, MISSOURI

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.

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 there from, 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

CITY OF O'FALLON, MISSOURI

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.

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.

CITY OF O'FALLON, MISSOURI

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 _____
City Administrator

ATTEST:

Pamela L. Clement - City Clerk

_____, CONTRACTOR

BY: _____ DATE _____

(Title)

ATTEST:

(Title)

CITY OF O'FALLON, MISSOURI

SPECIFICATIONS

The City of O'Fallon, MO ("City") is soliciting sealed bids to furnish material and labor to overlay and stripe the asphalt parking lot located at CarShield Field.

SCHEDULE OF ACTIVITIES:

Release and advertisement of ITB:	February 8, 2019
Optional Pre-Bid Meeting	February 12, 2019 at 10:00 A.M.
Deadline for submission of questions:	February 13, 2018 at 12:00 P.M.
Proposal submission deadline:	February 19, 2018 at 10:00 A.M.
Project Completion date:	No later than April 15, 2019

GENERAL INFORMATION:

- Contractor to work with Owner and/or the River City Rascals to coordinate project schedule.
- Owner and/or the River City Rascals to remove any equipment, vehicles, signage, etc. from any pavement within the scope of the project that would interfere with the contractor's scope.
- All striping should include white and blue paint colors approved by the Owner and should be included in the base bid.
- Base bid should include \$2,000 allowance for any unforeseen issues that may arise during construction.
 - Allowance is only to be paid on a time and material (T&M), if needed.
 - Prior RFI documentation will be required

PROJECT DESCRIPTION:

- Special Job Provisions
- Appendix A

**PRICING
(Including Allowance)**

Contractor Name: _____

Total \$ _____

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, 2019

(Notary Public) My Commission Expires: _____

CITY OF O'FALLON, MISSOURI

JOB SPECIAL PROVISIONS

The following sections are adopted for this project in addition to the St. Charles County Standard Specifications and/or MSD specifications and/or City of O'Fallon and/or MoDOT. As stated in Section 1, if an item arises that is not within the technical specifications for this project the CONTRACTOR will fill out an RFI form and issue it to the ENGINEER. The request for information will be submitted to the ENGINEER when a question is discovered and allow the ENGINEER a minimum of 48 hours to respond. If the following sections reference a division or section not listed below, then the CONTRACTOR will need to fill out an RFI.

- A. Contract Time for Completion of Work
- B. Anticipated Notice to Proceed
- C. Asphaltic Concrete Construction Requirements
- D. Full Width, Transition Butt Joint, and Edge Milling
- E. Subcontractors
- F. Work Zone Traffic Management Plan
- G. Disposal of Excess Material
- H. Special Consideration
- I. Notice To Motorists
- J. Work Not In Bid Item
- K. Construction Testing
- L. Asphalt Cement Price Index Specification
- M. CarShield Field Parking Lot Resurfacing

These provisions describe some of the various bid items and the basis for payment; information herein supersedes the sections set forth in the latest version of any Standard Specifications.

CITY OF O'FALLON, MISSOURI

A. CONTRACT TIME FOR COMPLETION OF WORK

Overall Project Completion

Completion of this contract shall be in accordance with Section 108.7 and will be administered by a calendar day completion basis. Completion is defined as 100% of the contract items completed including correction of deficiencies.

Regardless of when the work is begun on this contract, all work for the Contract shall be completed within **45 calendar days (by April 15, 2019)** from the date of the written Notice to Proceed.

Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the calendar days specified, liquidated damages in the amount of **Five Hundred Dollars and Zero Cents (\$500.00)** will be deducted for each and every calendar day that the contract remains uncompleted in accordance with the requirements of Section 108.8.

B. ANTICIPATED NOTICE TO PROCEED

The anticipated notice to proceed for the project is on or around 03/01/2019. The City reserves the right to adjust this date as needed.

Coordination is required for the work associated with the CarShield Field Parking Lot Improvements. A schedule is to be submitted by the contractor and must be approved prior to the start of any work.

C. ASPHALTIC CONCRETE CONSTRUCTION REQUIREMENTS

The base course, primed or tacked surface, or preceding course or layer shall be cleaned of all dirt, packed soil or any other foreign material prior to spreading the asphaltic mixture. If lumps are present or a crust of mixture has formed, the entire load will be rejected. The thickness and width of each course shall conform to the typical section in the contract.

This work shall consist of a mixture of aggregate, filler if needed, and asphalt cement prepared in a stationary plant. The several aggregate fractions shall be sized, uniformly graded, and combined in proportions according to the standard specifications for BP-1 Mix. The mixture shall be placed in one course on a prepared concrete or asphaltic concrete base to a thickness after compaction as shown in the details. The work shall be bid as a unit price per square yard per the bid form. The price per square yard of asphalt shall include sweeping as required, tack coat, asphalt, and all incidentals. Any variations in pavement overlay width, course thickness, or construction procedures shall be permitted only upon approval of the City Engineer or his approved representative.

Asphalt will be laid during daylight hours only.

The asphaltic concrete composition shall be Type BP-1 mix as shown in Section 401 of the 2006 edition of St. Charles County Standard Specifications for Arterial Highway Construction. The asphalt to be used shall be P.G. 64-22. All PG binders must pass the standard AASHTO MP-1 specifications for that grade and be certified by the supplier. Asphalt shall be compacted and tested in accordance with Section 401 of the 2006 edition of St. Charles County Standard Specifications for Arterial Highway Construction.

An approved MoDOT mix for Type BP-1 and Plant Mix Bituminous Base asphalts may be proposed by the contractor.

A tack coat of 0.05 to 0.10 gallons per square yard shall be applied prior to installation of asphaltic concrete overlay and the cost will be included in the unit price per square yard for asphalt. This work consists of the application of a bituminous tack coat on a prepared surface. Tack coat shall be Emulsified Asphalt (SS-1H, MC-30) applied evenly over the entire surface to be paved within a range of a minimum of 0.05 gallons/yd² and a maximum of 0.10 gallons/yd² from a pressurized distributor with a pressure of no less than 40psi. This work and materials shall conform to the latest edition of the Standard Specifications, with the exceptions of measurement and payment, which have been set forth above and in the bid form.

CITY OF O'FALLON, MISSOURI

Prior to start of construction, the contractor shall supply to the City the name of the asphaltic concrete supplier and mix design that will be used for this project.

Repair of damage to any driveways or side streets shall be made at the contractor's expense and shall be considered included in the bid. The contractor shall use care, including restricting load size to prevent damage to the existing streets in this reconstruction work.

The contractor shall comply with all the provisions of Section 806 of the 2006 St. Charles County. This section in conjunction with the Contract Drawings makes up the Storm Water Pollution Prevention Standard Specifications for Arterial Highway Construction in regards to Erosion and Sediment Control Plan (SWPPP) for the project. It is the Contractor's responsibility to prevent storm water pollution throughout the project.

D. FULL WIDTH, TRANSITION BUTT JOINT AND EDGE LINE MILLING

Necessary milling at the CarShield Field Parking Lots shall be paid by the square yard. The milling operation will not be performed more than one (1) day prior to the start of paving the associated parking lot. Butt joints shall have a depth specified and transition to 0 inches at a distance of fifteen feet. Edge line milling shall be the width seven (7) feet transitioning from the specified depth to 0 inches. The contractor is responsible for the proper disposal of all material from the milling operation.

Milling shall be paid for at the square yard unit price for removal, regardless of depth. This work and materials shall conform to the latest edition of the St. Charles County Standard Specifications, with the exceptions of measurement and payment, which have been set forth above and in the bid form.

E. SUBCONTRACTORS

The CONTRACTOR will be required to establish to the satisfaction of the CITY the reliability and responsibility of the persons or entities proposed to furnish and perform the Work. All subcontractors must be on MoDOT's approved list of contractors or have the ability to be accepted by MoDOT prior to performing any work on the project. Prior to the award of the Contract, the CITY will notify the CONTRACTOR in writing if the CITY, after due investigation, objects to any such person or entity proposed by the CONTRACTOR to supply items, furnish materials, or perform portions of the Work. If the CITY objects to any such proposed person or entity, the CONTRACTOR may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. The CITY may, at its discretion, accept the adjusted bid price or it may disqualify the CONTRACTOR.

Persons and entities proposed by the CONTRACTOR and to whom the CITY has made no objection under the MHTC provisions of Paragraph 5.3.2 herein must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the CITY.

F. WORK ZONE TRAFFIC MANAGEMENT PLAN

2.5.1 Description. Work Zone Traffic Management shall be in accordance with applicable portions of Division 100 and Division 600 of the St. Charles County Standard Specifications, and specifically as follows.

2.5.2 Traffic Management Schedule

2.5.2.1 Traffic management schedules shall be submitted to the ENGINEER for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.5.2.2 Roadways shall remain open at all times during construction. Roadway closures may be allowed for short intervals of time when the movement of the CONTRACTOR's equipment will seriously hinder the safe movement of traffic. Periods during which the CONTRACTOR will be allowed to halt traffic shall be as authorized by the ENGINEER. The use of high-early strength concrete pavement or other means may be used to maintain two-way traffic at the CONTRACTOR's request, if approved by the ENGINEER. The

CITY OF O'FALLON, MISSOURI

CONTRACTOR shall notify the ENGINEER no less than seven (7) days in advance prior to lane closures or shifting traffic onto detours.

2.5.2.3 The ENGINEER shall be notified as soon as practical of any postponement due to weather, material, or other circumstances.

2.5.2.4 In order to ensure minimal traffic interference, the CONTRACTOR shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the CONTRACTOR is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5.2.5 The CONTRACTOR shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the CONTRACTOR shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2.6 The handling of traffic shall be the responsibility of the Contractor. This item shall consist of furnishing, locating, and maintaining all barriers, channelizers, warning lights, signs, flagmen, and other work and materials which may be required to properly protect the work and provide safety to the public.

2.5.2.7 Except during working hours, the Contractor shall not park vehicles or store equipment or materials within 15 feet of the edge of pavement carrying traffic, unless the equipment, vehicles, or materials are located in a properly protected area or an off-site storage area or as otherwise directed by the Engineer.

2.5.2.8 In addition to Section 616 of the Standard Specifications, when two way vehicular traffic is handled over a single lane, the contractor shall provide the proper traffic control with flaggers, and each flagger involved in controlling traffic through and along the work area shall be equipped with a portable transceiver radio, safety vest, and stop-slow hand signaling device.

2.5.2.9 The Contractor shall, prior to commencement of any work, submit to the Engineer for review and approval a detailed Traffic Control Plan, Construction Plan, and Construction Schedule describing his proposed construction procedures and sequences. The Engineer will have total authority in reviewing and approving the Contractor's submittal. The Engineer shall have the authority to limit or cease any of the Contractor's operations, which, in his opinion, may hamper or impede the safe flow of traffic.

2.5.2.10 Appropriate signs shall be provided and maintained by the Contractor on both ends of the project per Part VI of the Manual of Uniform Traffic Control Devices. The number of signs, locations, and wording shall be approved by the Engineer before installation.

2.5.2.11 The Contractor shall maintain any road identified for asphalt repair and any detour routes free of obstruction and debris and in a safe condition in a manner acceptable to the City. Maintenance of the identified routes and any detour pavements will be the Contractor's responsibility during the entire duration of the construction project.

2.5.2.12 When traffic-handling facilities are no longer needed, the Contractor shall remove all barriers, channelizers, barricades, warning lights, signs, and other materials and equipment from the site and restore all areas to their original condition. All Construction signs shall be on the job site prior to any adjustment on the flow of traffic.

2.5.3 Work Hour Restrictions

A.5.3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

A.5.3.2 The CONTRACTOR shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods, or other special events specified in the contract documents.

A.5.4 Detours and Lane Closures

CITY OF O'FALLON, MISSOURI

A.5.4.1 The CITY may utilize changeable message sign(s) to assist the CONTRACTOR in notifying motorists of future traffic disruption and possible delays one week before traffic is to be shifted to a detour or prior to lane closures. The changeable message sign(s) shall be installed at a location as approved or directed by the ENGINEER.

A.5.5 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

There are other traffic control necessities such as additional pavement edge drop-off treatment, fencing, flagging operations, flagmen, additional temporary pavement marking, and other work and materials which are required to properly protect the work and provide safety to the public. There will be no measurement for these items as they are considered incidental to the above referenced items.

G. DISPOSAL OF EXCESS MATERIAL

The Missouri Solid Waste Management Law and its ancillary regulations, 10 CSR 80-1 through 9, provide for the proper disposal of solid waste. The CONTRACTOR must comply with the provision of applicable regulations during highway and bridge construction activities. These activities oftentimes involve the generation of "excess material", which in many instances can also be considered "solid waste" under the definitions of the Department of Natural Resources (DNR) Solid Waste Management Program.

Many types of excess material are not regulated by the DNR's Solid Waste Management Program. Such "clean fill" includes uncontaminated soil, rock, sand, gravel, concrete, minimal amounts of wood and metal and inert solids as approved by rule or policy by DNR's Solid Waste Management Program. These materials are basically not considered solid waste, and may be disposed of without prior approval from DNR's Solid Waste Management Program. Other substances which are not included in this list of materials may require special approval by the DNR's Solid Waste Management Program prior to disposal in areas other than approved landfills.

Disposal of any other material which does not fit this "clean fill" definition must be in accordance with DNR's (or local) regulations and it shall be the CONTRACTOR's responsibility to provide appropriate documentation (i.e. landfill receipts or a private OWNER waiver letter or statement from DNR) that the disposal will not violate applicable laws or regulations.

No direct payment will be made for any expense incurred by the CONTRACTOR by reason of his compliance with these requirements.

H. SPECIAL CONSIDERATIONS

Special Considerations shall be taken at all times; the contractor is to pay heed to traffic (pedestrian and motorized) to ensure the least possible disturbance while ensuring public safety. It is recommended that the contractor have a preconstruction photographic record and provide a copy to the city before construction begins. This record will help serve the contractor in the event that a claim for damage is made after construction when the condition was pre-existent. The contractor shall restore damage to adjacent lawns to like conditions. If the existing lawn is sod then sod shall be used to repair said damage. Special care shall be taken during removals to not damage existing utilities, residential drain lines, driveway aprons, curb and gutter, adjacent asphalt pavement and concrete slabs to remain in place, and any other appurtenance within the construction area. The contractor shall be responsible for the correction any damage within one week of written notification; ***failure to comply will result in an equitable deduction from the contract for the damage to be repaired by others.***

The contractor is responsible for notification of residents and shall accommodate citizens with special needs. The contractor shall stage construction, or by agreement from the adjacent homeowner, make special arrangements for access to the affected property during construction.

No extra payment shall be awarded for any of these aforementioned considerations.

CITY OF O'FALLON, MISSOURI

I. NOTICE TO MOTORISTS

The contractor will be responsible for providing a minimum of 48 hours (maximum 96 hours) of notice to motorists on affected by the work at CarShield Field, of impending work.

Coordination of the paving work associated with this project is important as it will affect traffic for residents, workers (including Police), and park goers. A schedule for work will need to be submitted by the contractor and approved by the City.

J. WORK NOT IN BID ITEM

All units of construction necessary for the completion of the project shall be performed at no additional cost to the City unless specifically listed as a pay item. This shall include, but is not limited to, adjustment of utilities (manholes, valves, meters), removal and relocation of parking wheel stops, dewatering, temporary entrances, removal of debris, preparation of sub grade, compaction, arrangements for trash services, saw-cutting, butt joints, temporary ramps, butt joint ramps, removal of butt joint and temporary ramps, placement of asphalt, asphalt compaction, tack coat, testing services as well as full compensation for all labor, materials, and equipment necessary.

K. CONSTRUCTION TESTING

This work shall consist of sampling and testing of materials, prior, during or after placement as directed by the Engineer. Testing shall include, but not be limited to, earthwork and asphalt. All construction testing on this project shall be the responsibility of the Contractor.

There shall be no direct charge to the City for material taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (AASHTO, ASTM, AWS, AWWA, etc.) is designated, the material shall meet either the designated specification if a date is indicated or the latest revision thereof in effect at the time of bid opening. Tests of samples of material will be conducted by the engineer in accordance with the methods specified in the contract or in accordance with the latest methods in effect at the time of bid opening, as prescribed by the national standard agency. Such national standard specifications and methods of tests will include those designated as tentative, interim or amended and officially approved and published by the sponsoring agency. If appropriate methods have not been so prescribed, tests shall be performed in a manner determined by the engineer.

The engineer shall have the cooperation and assistance of the contractor and the producer of the material.

Information herein supersedes the sections set forth in the latest version of the St. Charles County Standard Specifications for Arterial Highway Construction.

CONTRACTOR shall hire an independent testing agency to perform the construction testing on this project.

GEOTECHNICAL TestinG (SUBGRADE, AGGREGATE BASE, TRENCHING, FILL)

APPLICABLE STANDARDS: St. Charles County Standard Specifications For Arterial Highway Construction, 2006

QUALITY ASSURANCE: The quality of the compaction for fill and backfill areas shall be verified by compaction tests as required by the Engineer. It shall be the Contractor's responsibility to have these tests performed by a qualified testing agency. Written test results shall be prepared and submitted to the Engineer for approval. Results shall be identified by location and depth from finished grade or elevation. If the quality of compaction does not meet the requirements of the specifications, the material will be removed and replaced to meet the requirements at the expense of the Contractor.

Soil Compaction – a cone penetrometer (subgrade probe) shall be used to verify soil compaction. Testing frequency shall be determined by the engineer.

CITY OF O'FALLON, MISSOURI

Aggregate Base Compaction (Nuclear Density) – one test per open area not to exceed 75 linear feet. Testing locations shall be determined by the engineer.

Compaction shall comply with specifications as determined in Section 304 of the St. Charles County Standard Specifications.

ASPHALT Testing only

Representative samples of the compacted asphalt paving shall be obtained by the Contractor under the supervision of the Engineer and shall be tested by the testing laboratory as necessary to verify compliance with respective density requirements. If retesting is required, the City of O'Fallon will not be responsible for additional compensation. The contractor may opt to utilize nuclear density testing for testing of asphalt densities.

All materials and equipment used on this work shall be new and of the best quality. Materials shall be sampled and tested in accordance with current ASTM Specifications or such others as specified hereinafter. The Contractor will be required to furnish certificates of conformance to ASTM or other applicable specifications. Materials shall be stored in such a manner that their condition is equivalent to new when installed.

Prior to start of construction, and periodically during construction, the contractor shall have a materials testing firm furnish to the City Engineer, the absorption rate of the aggregate stockpiled and used for this work and the percent of liquid asphalt to be used in the design mix. A certification by a Professional Engineer is to be provided to the City Engineer that the percent of liquid asphalt to be used for the design mix adequately takes into account the absorption rate of the aggregate, and if the absorption rate changes, the appropriate adjustment in the amount of liquid asphalt used must be made.

No separate payment will be made for construction testing.

L. ASPHALT CEMENT PRICE INDEX SPECIFICATION

1.0 Asphalt Cement Price Index Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

1.1 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

2.0 Basis of Payment To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E)$$

Where: A = Adjustment for mix placed during monthly average index period
 B = Tons of Mix Placed during the monthly average index period
 C = % of virgin asphalt binder as listed in the job mix formula in use

CITY OF O'FALLON, MISSOURI

D = monthly average price at time mix placement
E = monthly average price at time of bid

3.0 The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the "D" value used for the price adjustment will either be the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

4.0 Optional This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall acknowledge the acceptance on the Proposal form. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

M. CarShield Field

This work shall consist of the following:

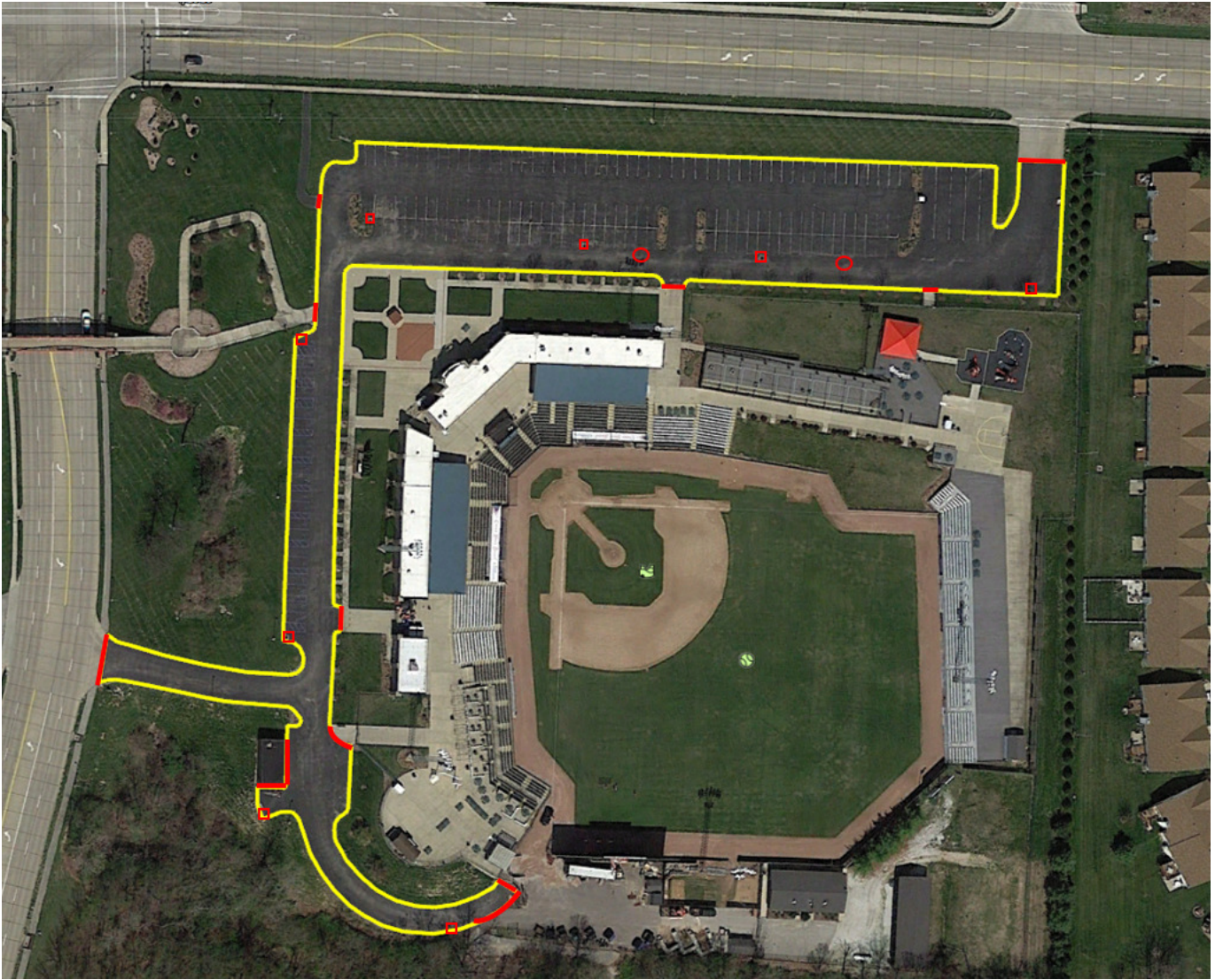
Base Bid

The entire area outline in Appendix "A" is to receive a clean, tack coat and 2" asphalt overlay. Striping parking spaces is to be installed in the same location as the existing striping with waterborne paint per St. Charles County Specification Section 620 and should be included with the base bid. Transition milling is required at improvements as indicated on Appendix "A". Include pivoted turnbuckle manhole risers. See general bid specification below for detailed specs on manhole risers.

1. Pivoted turnbuckle manhole risers
 - Adjustable turnbuckle must be pivoted on 304 stainless steel roll pins at both ends which eliminates binding of mechanism when expanding or contracting manhole riser.
 - The linkage assembly will contain no tac-welds. The linkage will pivot inside the solid 3/4" thick bar.
 - One-piece assembly - no loose parts.
 - Riser must expand to obtain full circumferential engagement.
 - Does not obstruct entrance to a manhole. There are no extensions to hinder men or equipment using the manhole.
 - All moving parts and mating surfaces are zinc plated with dichromate finish or stainless steel. Skirts are G90 galvanized.
 - Skirt must be welded 85% of the circumference of riser.
 - Manhole riser allows efficient application of the pivoted turnbuckle so that 60 lbs. force applied 7" from center of turnbuckle exerts 5600# tangential force in the riser ring. This enables the riser ring to be forced to fit worn out of round manhole lid seats and still exert a great force on the side walls for holding power.
2. Manholes and water valves
 - Manholes and water valves shall be adjusted to final asphalt grade. Proper construction methods shall be used in making adjustments to utility manholes, valves and meters. All adjustments shall be within 1/4 inch of final asphalt grade. The contractor shall use pivoted turnbuckle manhole risers. No separate payment will be made for adjustment to utilities. Utilities depicted in the aerial view are approximate and might not include all needed adjustments. Bidder is responsible for review of the site to determine needed adjustments.

END OF SPECIFICATIONS

APPENDIX "A"



LATE BIDS CANNOT BE ACCEPTED!



<u>SEALED BID</u>	
INVITATION #:	19-027
OPENING DATE:	02/19/2019
OPENING TIME:	10:00 A.M. CST
DESCRIPTION:	ASPHALT PARKING LOT OVERLAY & STRIPING AT CARSHIELD FIELD
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!