



**City of O'Fallon**  
**Stadium – Wall at Bleachers**  
**Request for Proposals #20-035**

**CITY OF O'FALLON, MISSOURI**

**REQUEST FOR PROPOSALS**

**RFP NUMBER 20-035**

**Stadium - Wall at Bleachers**

**June 2020**

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Proposal Form

## CITY OF O'FALLON, MISSOURI

### PROPOSAL INSTRUCTIONS

#### **PURPOSE**

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O'Fallon (City) to satisfy the needs as outlined in the scope of work.

#### **SCHEDULE OF ACTIVITIES**

- Release and advertisement of RFP: May 22, 2020
- Pre-bid meeting on site, not required to attend, but recommended: June 9, 2020 10:00 A.M.
- Deadline for submission of questions: June 22, 2020 12:00 P.M.
- Proposal submission deadline: June 25, 2020 12:00 P.M.
- Anticipated time to complete project: 60 calendar days from Notice to Proceed

#### **PRE-BID MEETING**

There will be an on-site meeting prior to the proposal submission date. Since there is limited access to the area to be repaired, it is encouraged that all interested parties attend. This meeting will take place on **June 9, 2020 at 10:00 A.M. Utilize the entrance off T. R. Hughes Blvd. Meet near the maintenance shed. City staff will meet you there and allow access to the area to be repaired.**

#### **PROPOSAL SUBMISSION**

Sealed proposals must be received by the City of O'Fallon, Missouri; Purchasing Office, 100 North Main Street; O'Fallon, Missouri 63366 prior to **June 25, 2020 at 12:00 P.M. (CST)**. Each proposal shall consist of one original (identified as such), one copy (identified as such), and one electronic copy (on flash/thumb drives) of the complete proposal. The file submitted on CD shall include all attachments and signatures, where applicable. It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered. **There will not be a public reading of the proposals on the date of submission.**

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP # 20-035 Stadium - Wall at Bleachers**" and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

All questions must be submitted in writing to **T. J. Kelley, Project Manager, no later than 12:00 P.M. (CDT) on June 22, 2020 via email [tjkelly@ofallon.mo.us](mailto:tjkelly@ofallon.mo.us) or fax (636) 978-4144**. The City will only respond by the end of business on June 23, 2020 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

## **AMENDMENTS TO RFP**

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

## **CITY OF O'FALLON, MISSOURI**

### **TERMS AND CONDITIONS**

#### **QUALIFICATIONS:**

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

#### **LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:**

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

#### **LAW GOVERNING:**

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

#### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of 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.

#### **METHOD OF AWARD / SELECTION:**

The full proposals will be evaluated by the City based upon the submitted information. The City reserves the right to select the vendor for the Stadium - Wall at Bleachers based upon, but not limited to, design documents, presented scope of work, renderings, company experience, references, and any other information provided within the submittal, should it be deemed the best and most advantageous for the City.

A response summary of proposals will be available by contacting Julie Moellering, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. **Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.**

#### **CONTACT WITH CITY OF O'FALLON PERSONNEL:**

As specified above, all contact with the City should be channeled through the Project Manager except when submitting proposal. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process. Any contact will result in immediate disqualification of the proposer.

#### **RESPONSE MATERIAL OWNERSHIP:**

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

#### **PROPRIETARY INFORMATION:**

All material submitted in response to this RFP will become public record and will be subject to inspection after the Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

#### **REJECTION OF PROPOSALS:**

The City of O'Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

#### **INCURRING COSTS:**

The City of O'Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

#### **SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:**

Proposals shall be submitted to the Julie Moellering, Purchasing Agent, 100 N. Main St., O'Fallon, MO. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

#### **DISCRIMINATION POLICY:**

The City of O'Fallon advises the public that it does not discriminate against any person on account

of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

**WAIVER:**

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

**INSURANCE:**

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O'Fallon as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate. See additional information within this document for insurance limit requirements.

**PRICING:**

The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year 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.

**PAYMENT TERMS AND CONDITIONS:**

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

**Inquiries concerning this Request for Proposals shall be directed to:**

T. J. Kelley  
Project Manager  
City of O'Fallon, Missouri  
100 North Main Street  
O'Fallon, Missouri  
Phone: (636) 379-5481  
Fax: (636) 978-4144  
[jmoellering@ofallon.mo.us](mailto:jmoellering@ofallon.mo.us)

**INFORMATION BEING REQUESTED:**

Please submit the following information in the order and format below with your proposal.

**A. Supplemental Information**

1. Name of primary contact, address and phone number.

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2. What day(s) and time(s) is the primary contact available? \_\_\_\_\_

3. Names and qualifications of employees who would be involved in this project.

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4. Provide a brief history of the company.

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5. Number of years in business and describe any name or ownership changes in the past five (5) years.

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6. Provide at least four (4) references of current or past clients for the same services being requested. Include key contact names and phone numbers for each reference.

7. Provide a detailed statement of the services provided.

**B. Cost Proposal Inclusions**

1. Provide a comprehensive cost proposal with a complete breakdown and a grand total for the proposed wall behind the bleachers under the deck, which includes, but not limited to, all insurance, performance and payment bond costs, support services, and all other costs associated with stated work.
2. If a vendor decides to not submit a cost on one of the requested scopes in the RFP please include a statement within the proposal explaining the reasoning as this may be grounds for rejection of the proposal.
3. The provided proposal shall include a full copy of all technical specifications for the repair of the erosion/settlement issue to be utilized for this project.
4. The provided cost proposal shall include full renderings that clearly define and detail the extent of work required. This detail shall include but not limited to all dimensions included that show exact, precise measurements for City review and evaluation, any structural footing/base requirements with all information pertinent that explains this work, and all other pertinent information to allow for the

- City to properly evaluate the submitted proposal.
5. Schedule of work based upon an anticipated Notice to Proceed effective date of September 1, 2020

### **Evaluation Criteria**

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

1. Price (clear, complete and truthful responses to RFP clauses and requirements)
2. Conformance with specifications and technical details of the sign components
3. Vendor stability and strength
4. Completeness and professionalism of the proposal
5. Provided References
6. Familiarity with this type of work and past project success

### **Formal Presentations**

Prior to awarding the contract, the City may require a formal interview with vendor representatives to discuss and clarify proposal details.

## **GENERAL CONDITIONS**

**BID SECURITY:** Each proposal shall be accompanied by cash, a certified check or a satisfactory bid bond executed by the VENDOR and a surety company and payable to the City of O'Fallon, Missouri, in an amount of not less than five percent (5%) of the total combined price of the proposal and all combined Alternates if applicable. If the VENDOR fails to enter into a contract with the CITY on the terms stated in his Bid or fails to furnish a Performance, Payment and Guarantee Bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the CITY as liquidated damages, not as a penalty. Cash will be an acceptable form under the following criteria:

- All cash shall be rounded up to the nearest dollar (no coin change provided)
  - The exact amount of cash provided shall be written on a small, sealed envelope included in the sealed bid
  - Cash guarantees shall be publicly counted and verified a minimum of two times, and recorded at the Bid Opening
  - All cash guarantees shall be deposited with the City immediately. Any returned guarantees that are cash-based will be returned via a City check to the VENDOR, in accordance with the rest of the Bid Guaranty sections.
- a. The CITY will have the right to retain the Bid Bond of VENDOR to whom an award is being considered until either (a) the "City-Contractor Agreement" has been executed and the Performance, Payment and Guarantee Bond has been furnished, if required, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Proposals have been rejected.
- b. Such check or bid bond will be returned to all except the three (3) lowest VENDORS within fifteen (15) days after the opening of the bids; and the remaining cash, checks, or bid bonds will be returned promptly after the CITY and accepted VENDOR have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the VENDOR at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- c. Failure on the part of the VENDOR to submit an original executed Bid Bond, cash, or check, as described in the previous paragraphs, along with the Bid Form shall be grounds for disqualification. Photocopies of bonds or checks shall not qualify as a legitimate bid security.

### **CHANGES:**

All changes to this Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled proposal submittal date 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 VENDOR.

The City shall issue to the successful VENDOR 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.

### **VENDOR PERFORMANCE:**

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits shall together constitute the Contract. The VENDOR 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 VENDOR'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 VENDOR'S failure to meet the mandatory requirements will result in the disqualification of the VENDOR'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 VENDOR to a selection or to a subsequent contract. This Request for Proposal 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 VENDOR (whether an individual or company) agrees to provide a drug free workplace.

**ENDORSEMENTS:**

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

**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.

**EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return them to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and return them 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.

**HOLDING OF BIDS:**

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

**LIENS, CLAIMS, AND ENCUMBRANCES:**

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

**LIQUIDATED DAMAGES:**

Liquidated damages shall be assessed against the VENDOR for failure to complete the project within **60 calendar days** from the written notice to proceed date and/or complete by the designated completion date in the amount of Two Hundred Fifty Dollars (\$250.00) per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required

**MAINTENANCE GUARANTEE:**

A Maintenance Guarantee will be required on this project. The VENDOR will be required to execute the document attached to the specifications upon substantial completion of the project when the improvement can be utilized for its full intended use. This will be required as part of the project closeout process and submitted prior to final payment.

**MISCELLANEOUS REQUIREMENTS:**

The City will not be responsible for any expenses incurred by the VENDOR 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 VENDOR is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

**NON-EXCLUSIVITY:**

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

**PATENTS:**

VENDOR undertakes and agrees to defend at VENDOR'S own expense, all suits, actions, or proceedings against buyer, in which City, and of VENDOR'S suppliers, contractors, distributors or dealers, or the users of any of VENDOR'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. VENDOR shall inform the City whenever infringement will result from VENDOR'S adherence to specifications supplied by the City or by an authorized City Representative. VENDOR 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 VENDOR invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. The VENDOR will be responsible for submitting all payments by the 7<sup>th</sup> of each month. In the event the VENDOR does not submit to Owner its monthly pay application by the date established by Owner, Owner shall not have any obligation to pay VENDOR for work performed during the preceding month.

**PERFORMANCE AND PAYMENT BOND:**

A payment and materials bond may be required for this project. The City will withhold five percent (5%) retainage on each invoice until final acceptance has been granted.

A bond will be required for the full amount (100% Labor and Material) of the contract price with a surety company for all contracts that exceed fifty thousand dollars (\$50,000).

Bond is for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise.

The bond shall be executed in one (1) electronic copy and in a form acceptable to the CITY. The cost of the payment and materials bonds shall be incidental to the price bid.

A performance bond may be required for this project. The City will withhold five percent (5%) retainage on each invoice until final acceptance has been granted.

A bond will be required for the one hundred percent (100%) of the contract price with a surety company, conditioned for the faithful performance of this Contract and the guarantee of the work, if the contract exceeds fifty thousand (\$50,000).

Both Contract and bond shall be executed in one (1) electronic copy and in a form acceptable to the CITY. The cost of the performance bond shall be incidental to the bid.

**SAFETY DATA SHEETS:**

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

**SUBSTITUTION OF MATERIALS:**

Substitutions for materials require the submitting company to provide to the City any and all information pertaining to the material that is proposed as an alternate for the project. All information shall be submitted to the City on June 22, 2020 by 12:00 PM for evaluation. The City reserves the right to reject any and all substituted material if it's found that this material will not meet all required specifications or City's expectations for the project.

**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 to the awarded contractor.

**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 VENDOR'S breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the VENDOR with any additional cost incurred.

Notwithstanding the above, the VENDOR 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 VENDOR and the City may withhold any payments to the VENDOR until such time as the amount of such damages due the City from the VENDOR shall be determined.

**TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall ensure 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**

**PREVAILING WAGE LAWS:**

Prevailing Wage will not apply to this contract, as long it is under \$75,000.

**PRICING:**

The labor pricing stated within the proposal documents shall remain firm for a one-year period from the start date of the contract. No price increases will be allowed for the duration of the contract.

**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.

**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**

**PROPOSAL FORM #20-035 - Stadium - Wall at Bleachers**

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

In compliance with this Request for Proposal #20-035 and to all the conditions imposed herein, the undersigned offers and agrees to provide the **Stadium - Wall at Bleachers** for the City of O'Fallon in accordance with the scope of work and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: ( ) Individual; ( ) Partnership; ( ) Corporation

Incorporated in the state of: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

CITY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE/ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

TAX ID NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

<b>Acknowledge the receipt of addenda by initialing box below as appropriate.</b>			
<b>Addenda 1</b> _____	<b>Addenda 2</b> _____	<b>Addenda 3</b> _____	<b>Addenda 4</b> _____

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.

## 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 or supplies to that 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.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	



**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 \_\_\_\_\_

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the City in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

sole individual                       partnership                       joint venture

corporation, incorporated under laws of City of \_\_\_\_\_

Date Business Established: \_\_\_\_\_

Dated: \_\_\_\_\_

Name of individual, all partners,  
or joint ventures:

Address of each:


doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show  
this name above in addition  
to legal names)

\_\_\_\_\_  
(If a corporation, show its name above)  
ATTEST:                      (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be included with this bid.

# BID BOND/SECURITY

**BIDDER** (Name and Address):

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

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**OWNER** (Name and Address):

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**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

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**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)

# 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.(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 \_\_\_\_\_, 2020, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said CITY for the construction of:

## **STADIUM - WALL AT BLEACHERS**

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.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in  
One (1) \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

BY: \_\_\_\_\_

**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 \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**STADIUM - WALL AT BLEACHERS**

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 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) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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.

**MAINTENANCE GUARANTEE**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

by and between \_\_\_\_\_

\_\_\_\_\_ (Contractor)

as principal and party of the first part, and

\_\_\_\_\_ as Surety,

party of the second part, and

City of O'Fallon, Missouri \_\_\_\_\_ (Owner)

party of the third part

WHEREAS, the above party of the first part has entered into a contract for the **STADIUM - WALL AT BLEACHERS** 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 \_\_\_\_\_, 2020.

\_\_\_\_\_ (Contractor)

By \_\_\_\_\_

\_\_\_\_\_ (Surety)

By \_\_\_\_\_

City of O'Fallon, Missouri \_\_\_\_\_ (Owner)

By \_\_\_\_\_



**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O'Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

My commission expires:

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

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

## TECHNICAL SPECIFICATIONS

- The City is looking to install a wall to hold a slope in place and to limit settlement and slumping off of material underneath an existing concrete patio at the following location:
  - Stadium (behind the bleachers under the existing patio and deck)
- The proposal will follow in accordance with the below reference technical specifications, unless otherwise approved by the Owner. All substitutions shall be submitted and approved by the Owner on the date and time established within the contract specifications, or revised date and time through a written addendum for the project

### **STADIUM - Wall at Bleachers**

- Design for the repair needs to be signed and stamped by an engineer licensed to do work in the State of Missouri.
- There has not been any geotechnical research completed for this project. This will be the responsibility of the contractor supplying the proposal if deemed necessary for the design of the proposed system.
- This proposal may be for any method that the contractor feels can achieve the result the owner desires. Examples of proposals may include, but not limited to, modular block retaining wall, concrete retaining wall, replacing the existing concrete patio effected by settlement or mud jacking to fill the existing voids.
- There is existing decking that needs to be preserved. If decking is damaged, it will have to be repaired to owner's satisfaction, in like and kind.
- There is a shed over part of the area to be repaired. If this needs to be moved for the contractor to complete the repair, it will be the responsibility of the contractor to move and then restore to its original position without damage.
- Warranty Coverage: Minimum of 1 year
- Any permits, if required, will be the responsibility of the contractor to obtain.
- Provide a detailed schedule of activities.
- Contractor is responsible for restoration of all disturbed areas to pre-existing conditions.
- Contractor to provide a red line mark up of any changes from the original proposal.
- See attached maps shown as Exhibits A-1 for general location.

CONTRACTOR NAME: \_\_\_\_\_

**RFP #20-035:  
PROPOSAL FORM**

<b>Carshield Field – Wall at Bleachers</b>				
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
1	Wall at Bleachers	1	LUMP SUM	
2	Excavation Remediation Allowance	1	LUMP SUM	\$5,000

**TOTAL PROPOSAL (In Figures)**                      \$ \_\_\_\_\_

**TOTAL PROPOSAL (As Written)** \_\_\_\_\_

\_\_\_\_\_

The above Lump Sum shall include the cost of all labor, equipment, materials, removals, overhead, profit, insurance and other incidental items required to cover the completion of each such item of work in accordance with the Drawings, Specifications, and Contract Documents. An itemized breakdown of the lump sum cost shall be included in the proposal submission as requested below in the supplemental information section.

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** \_\_\_\_\_

**PROPOSAL AWARD CRITERIA:**

This proposal will be reviewed, evaluated, and awarded to the most economically advantageous, responsive, and responsible proposal meeting specifications based upon the total lump sum amount.

The VENDOR 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, 2020

\_\_\_\_\_  
(Notary Public) My Commission Expires:

**LATE BIDS CANNOT BE ACCEPTED!**



<b><u>SEALED PROPOSAL</u></b>	
<b>INVITATION #:</b>	<b>20-035</b>
<b>OPENING DATE:</b>	<b>06/25/2020</b>
<b>OPENING TIME:</b>	<b>12:00 P.M. CDT</b>
<b>DESCRIPTION:</b>	<b>STADIUM - WALL AT BLEACHERS</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b>	

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

**LATE PROPOSALS CANNOT BE  
ACCEPTED!**

**JOB SPECIAL PROVISIONS**

The following sections are adopted for this project. As stated in the General Requirements, 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. PROJECT DESCRIPTION ..... 2**

**B. CONTRACT TIME FOR COMPLETION OF WORK ..... 2**

**C. ANTICIPATED NOTICE TO PROCEED ..... 2**

**D. CIVIC PARK AND O'DAY PARK LED SIGN SPECIFICATIONS ..... 3**

**E. EXCAVATION REMEDIATION ALLOWANCE..... 6**

**F. CONSTRUCTION TESTING ..... 7**

**G. MONUMENT RENDERINGS ..... 10**

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.

## **A. PROJECT DESCRIPTION**

The City is seeking qualified CONTRACTOR's to perform the following task:

Repair of settlement and installation of a system to prevent future settlement under deck behind bleachers at Carshield Field

## **B. CONTRACT TIME FOR COMPLETION OF WORK**

### **Overall Project Completion**

Completion of this contract which includes, but not limited to all work to install a wall or other approved method of repair as specified in the contract, repairs or deficiencies that are needed to be completed, restoration of all areas, and project closeout at the locations.

Regardless of when the work is begun on this contract, all work for the contract shall be completed within, **60 calendar days**. This includes any and all alternate work that may be approved and accepted by the City. This is the anticipated time for completion, if the contractor feels the amount of time is not adequate provide adjusted amount of time in proposal.

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 **two hundred fifty dollars (\$250.00)** will be deducted for each and every calendar day that the contract remains uncompleted.

Extensions of time will only be evaluated and approved if deemed justified by the City.

## **C. ANTICIPATED NOTICE TO PROCEED**

The notice to proceed for the project shall be determined after award and approval and dependent upon the time of year and the weather conditions. The City reserves the right to change the notice to proceed date, and adjust the completion date as deemed necessary. The City estimates contract approval, which may or may not require City Council approval, on or about **7/23/2020**. Due to games scheduled at the stadium; this work will likely take place after the season is over. Typically, the season ends around September 1. If for some reason the schedule changes, due to the current COVID-19 situation, then work may be able to proceed earlier. This will be monitored as we move forward.

## **D. WALL AT BLEACHERS**

**2.0 Restoration.** The contractor shall be responsible for all the work necessary to restore the areas where the wall is to be installed with seed in accordance with City specified seed mixes as stated below:

- 75%-80% "Winning Colors" Tall Fescue
- 15%-20% Champion Quality Rye or Trifecta II GLSR PR Blend Rye

All areas disturbed to install the wall shall have a seed bed prepared and the appropriate fertilizers shall be utilized to promote growth of the seed applied at the recommended rates.

No landscaping will be completed as part of this project. The City will complete that at a later date.

**2.1 Traffic Control.** The contractor shall be responsible for any and all traffic control that will be necessary for the installation of the monuments in accordance with the latest version of MUTCD. A traffic control plan shall be submitted to the City, for approval prior to any work that requires traffic control commences. The contractor shall be responsible for obtaining all necessary ROW and excavation permits from the City, as needed and all costs incurred shall be the considered incidental. It is required that the contractor shall give the City a 24-hour advance notice for any lane closures that may be necessary. All City permits shall be at no cost to the contractor.

**2.2 Locates and Existing Utilities.** The contractor is responsible for calling in all locates prior to work commencing at each sign location. This shall be done by contacting the Missouri One-Call system at 1-800-DIG-RITE. All utilities shall be marked in the field and the contractor shall be responsible for any and all work necessary to pothole any utility that may be in close proximity to the signs in which it may or may not be in conflict. The City shall not be responsible for any costs incurred by the contractor to repair damaged utilities due to the work needed to install the signs. No utility relocation is anticipated in this project, but utility coordination will be expected and completed by the contractor as needed.

**2.3 Excess Material.** The city will provide a stockpile location for all spoil materials. The backfilling of the excavation for the area disturbed shall only utilize clean material which shall be free of debris and deleterious material. All rock, concrete remnants, grubbed material and all other items, excluding garbage, shall be placed in the provided stockpile location.

**2.4 Measurement and Payment.** This item shall be paid at the lump sum unit price shown on the bid tab. The city will allow an initial partial payment to the awarded contractor, once an agreement is fully executed of up to Ten (10) percent of lump sum cost, to cover upfront design cost of project. This shall include, but not limited to, all equipment, labor, and materials needed to design and repair the area in question. Final Design submittals, and work to acquire these submittals along with any and all material that would be required for the wall shall be considered incidental. This work shall also include all no cost city permits, erosion control measures, traffic control measures, safety and protection measures, locating utilities, material that may need to be removed from site, and restoration of site.

## **E. EXCAVATION REMEDIATION ALLOWANCE**

### Description

If soil that needs to be remediated is known in advance and are specified and paid for separately on the bidding documents, this section shall not apply. **If there are no unexpected excavation remediation, then this line item shall not be paid to the CONTRACTOR and be deducted in-full out of the contract.**

In a situation where an unexpected excavation remediation is needed in order to proceed with the project, (i.e. unsuitable soil), then this line item shall be used for the purpose of remediation of the soil to a suitable condition to include acquiring materials and equipment for said repair. CONTRACTOR shall submit detailed breakdowns of the costs and shall only be reimbursed for the authorized work performed.



Any time needed to perform the necessary remediation shall be submitted to the City in advance. This work will then be considered for a change order to the original contract schedule.

The City shall review and approve any excavation remediation and costs before work shall occur.

In the event where a remediation exceeds the budgeted amount, all costs shall be submitted to the City in order to facilitate the work to complete the work. The City shall evaluate and determine separately how to proceed. No work shall commence until approval is provided by the City.

This is a fixed lump sum amount. CONTRACTOR shall include this dollar amount as provided by the City on the bid form in the bid total. This will be included in the Award of the contract amount.

#### Method of Measurement

Upon observation of the area in need of remediation, the Contractor shall prepare a detailed cost estimate of the work and submit to the City for approval. This shall utilize per bid unit prices where applicable, and then the total work items shall be created as new line items. Items shall be measured based on the actual number of units complete in place

#### Basis of Payment

This item shall be paid on an as needed basis only and when authorized by the City as described above. Similar to above, once the new line items are added to the bid, the Excavation Remediation Allowance will be deducted to the value of the added line items for that specific workaround. Payment will then be based on the actual number of units complete in place. If a portion or the entire amount is not utilized for the project the sum of the remaining amount will be deducted from the final total cost of the project.

### **F. CONSTRUCTION TESTING**

CONTRACTOR shall hire an independent testing agency to perform the construction testing on this project. The contractor shall provide all concrete mix designs to the City as designed or stated on the shop drawings for approval prior to work commencing.

#### CONCRETE TESTING

SAMPLING AND TESTING: Testing shall be required according to St. Louis County Standard Specifications for Road and Bridge Construction.

1. Testing Laboratory: A recognized testing laboratory selected by the Contractor but subject to approval by the Engineer and Owner, shall be employed by the Contractor to test all materials, prepare design concrete mixes, and to test all concrete to be incorporated in the project.

The cost of all concrete testing subsequent to approval of the design mixes shall be paid for by the Contractor. Both the engineer and the testing laboratory shall have access to all places where concrete materials are stored, proportioned, mixed and placed. Testing by the testing laboratory shall meet St. Louis County Standard Specifications and be performed in accordance with the following:

2. The determination of slump of concrete shall conform to ASTM C-143.

3. Test Cylinders: Concrete test cylinders shall be cast and tested in accordance with ASTM C-172, C-31 and C-39. Air content shall be determined in accordance with ASTM-231. When ambient temperature is below 40 degrees F or above 90 degrees F, test reports shall also show temperature of concrete at time of placement. A minimum of four (4) Cylinders shall be made per 100 cubic yards of concrete poured, or as directed by the Engineer. The Contractor shall ship the cylinders to the laboratory. One cylinder is to be tested on the 4<sup>th</sup> day (24-hour breaks for high-early strength concrete), a second on the 7<sup>th</sup> day, a third cylinder to be laboratory cured and tested on the 28<sup>th</sup> day. The fourth cylinder is to be laboratory cured and held in reserve to verify any questionable cylinder breaks. If contractor wants additional breaks, he will prepare additional cylinders at his cost.
4. Test Reports: The testing laboratory shall furnish electronic test reports for concrete test results to be distributed via e-mail as follows:
 

1 Copy	Project Manager
1 Copy	Construction Inspector
1 Copy	Contractor
1 Copy	Concrete Supplier
5. Unsatisfactory tests of concrete cylinders or excessive slump shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense. The concrete mix shall be redesigned immediately should concrete cylinder tests prove to be unsatisfactory.

Compliance – The contractor shall be responsible for the compliance of all materials and mixing with the requirements of these specifications. Laboratory certificates shall be furnished to the Owner's Representative, prepared by a commercial laboratory or by the material manufacturer's laboratory, certifying that each material has been tested and conforms to the requirements of these specifications.

Arrangements will be made for the producer to state on the delivery ticket accompanying each load of concrete the class of concrete being furnished, all admixtures, the weight of cement, aggregate and water used in the batch and the time of batching. Only state-certified aggregate and cement or supplier-certified cement may be used.

Concrete Testing (Slump, Air, Temperature, Compressive Strength) – one test per 100 cubic yards, 1 test minimum per day. Concrete shall comply with Section 500 of the St. Louis County Standard Specifications.

Any structure constructed without proper testing shall receive a 20% deduction in payment. Proper documentation of testing is very important.

CERTIFICATES OF COMPLIANCE: The contractor shall furnish a manufacturer's certification, in triplicate, showing typical test results representative of the expansion joint materials and certifying that the materials supplied conform to the requirements specified.

**GEOTECHNICAL TESTING (SUBGRADE, AGGREGATE BASE, TRENCHING, FILL)**

APPLICABLE STANDARDS: The latest revision of the following standards shall apply to work hereunder:

American Society for Testing Materials (ASTM)

Designation D-698 Moisture-Density Relations of Solids  
Designation D-1556 Standard Method of Test for Density Soil in Place

Associated General Contractors of America, Inc.  
"Manual of Accident Prevention in Construction"

Missouri Highway and Transportation Commission  
Missouri Standard Specifications for Highway Construction

St. Louis County  
St. Louis County Standard Specifications for Road and Bridge Construction

QUALITY ASSURANCE: The contractor is responsible to ensure and verify stability prior to placement of system in the area to be repaired. Any and all testing that needs to be completed to ensure the stability of the area will be the responsibility of the contractor. 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.

No separate payment will be made for construction testing. This requirement shall not be measured nor paid but considered incidental to the installation of all signs for this project. The contractor shall be required to submit the testing company information to the City and reports shall be required for all sign locations as needed when concrete is utilized for installation.

**END OF JOB SPECIAL PROVISIONS**

Location of work and stockpile location:

