



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2019-44

TITLE: Storm Sewer Installation Old Highway 100

Solicitation Schedule & Deadlines:

August 30, 2019	Solicitation Release/Advertising Date
September 13, 2019 8:00 am	Deadline for Submitting Questions
September 17 , 2019 4:30 pm	Deadline to post Addendum
September 24, 2019 2:00 pm	Deadline to Submit Response
September 24, 2019 2:30 pm	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

September 24, 2019

Ann Struttmann, Purchasing Agent

Shakara Bray, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: _____

SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

_____ Solicitation Cover page

_____ Contractual Terms and Conditions Acknowledgement

_____ Pricing Form completed and signed

_____ I have completed Prevailing Wage Project Notification – Contractor Information

_____ I have reviewed Annual Wage Order No. 26

_____ I have one original and two copies that are labeled accordingly

_____ I have included contact information

_____ Envelope is sealed and label attached

_____ Affidavit for Work Authorization is completed and Notarized

PROJECT OVERVIEW

Franklin County is seeking a qualified contractor for installation of a storm system per the plans and specifications outlined within the bid documents set forth. The project location is Old Highway 100 approximately 900 feet west of the intersection of Old Highway 100 and St. John's Road. The project is to be completed within thirty (30) days of award date.

The bid is to include all labor, materials, equipment, services, etc. required for the performance and completion of the project. Items listed with respective quantities on the price sheet are mobilization, Channelizers (Trimline), Earthwork, Type I Rock, Silt Fence, Utility Cut Road Repair, Concrete Seep Collar, Storm Sewer (12"RCP), Storm Sewer Structure (Area Inlet), Storm Sewer Structure (Junction Box), Asphalt Pavement (BP-1) (Surface Course) (2"), Construction Signs, Sign Relocation, Seed, Mulch and Fertilize.

SPECIFIC REQUIREMENTS

1. The awarded Contractor must be able to complete a storm sewer system as specified in this solicitation.
2. The project shall be defined as “Storm Sewer Installation Old Highway 100.
3. The Contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents.
4. All hand-held equipment and materials will be considered incidental to the work.
5. If dumping waste, a waste disposal agreement between the property owner and Franklin County Highway Department will need to be filled out and on file at the Franklin County Highway Department Office before removing any waste from the site. Using a known dump or recycler is exempt from this requirement.
6. One (1) week prior to beginning work, the Contractor shall notify the Highway Administrator of the tentative schedule.
7. Each day the Contractor will be responsible for informing the Highway Administrator or his duly appointed representative of the next day’s work.
8. A written Notice to Proceed shall be issued prior to the start of work.
9. Mobilization is defined, for the purpose of this contract, as the cost to move in, setup, teardown, and leave the site. Mobilization will be paid in one (1) lump sum per location as noted on the pricing sheet.
10. No work shall be performed between 3:30 pm on Fridays and 7:00 am on Mondays. No work shall be performed between 3:30 pm the day prior to a holiday and 7:00 am the day following a holiday. A list of County observed holidays may be provided upon request.
11. In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard.
12. Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2018 and all supplemental specifications and will govern the work performed (including testing) where applicable. In all MoDOT Sections, the Franklin County Highway Administrator or his duly appointed representative will be substituted for Construction and Materials and the Commission.
13. One lane of traffic is required to be open at all times. Exposed oil shall not be open to traffic.
14. The ENS Numbers listed on the bid sheet are posted in the field as a black sign on a T-post at a driveway. They are the Emergency Numbering System used in Franklin County. The addresses used are on the mailboxes.
15. All work and payment for the bid items shall be governed by the Missouri Standard Specification Book for Highway Construction and all Supplemental Revisions. No payment will be made for an adjustment to the Asphalt Pavement (BP-1) material per the Asphalt Price Index.
16. The awarded Contractor agrees that the work will not begin before the authorization date in the notice to proceed and that the work will be completed by the stated deadline of 30 days from the date of award. If the Contractor fails to complete the work in the time specified or such additional time as may be allowed by Franklin County, under an amendment to the contract, liquidated damages in the amount of \$500 per working day, after the contract specified deadline will apply.

17. If additional equipment is required, an hourly price will be negotiated and agreed to. If no agreement is reached, the Federal Emergency Management Agency (FEMA) established hourly rates will be used. If the piece of equipment is not listed, the next closest piece of equipment will be used.
18. A Payment and Performance bonds are required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the County, conditioned for the faithful performance of this contract and the guarantee of the work. Both contract and bonds shall be executed in a form acceptable to the County. The cost of the bonds shall be included in the price of the bid. The bonds shall be executed and delivered to Franklin County within 15 calendar days of award.
19. A 10% retainage will be held for each project, until all work is satisfactorily completed, this includes final paperwork. Prior to issuance of final payment, the Affidavit of Compliance with Prevailing Wage Law will be signed and submitted to the Franklin County Purchasing Agent. Final paperwork shall be submitted within one (1) month of final written acceptance of each project site.
20. All invoices must show purchase order numbers, provided by Franklin County, and the total for each purchase order number listed on each project and the total amount for that project.
21. If additional services are necessary for the completion of this bid project, a change order is required.
22. Prevailing Wage
 - a.) Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. (Section 290.250, RSMo.)
 - b.) The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. (Section 290.250, RSMo.)
 - c.) The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
 - d.) The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo).

22. Insurance Requirements:

- Worker's Compensation: Equal to or in excess of limits of Worker's Compensation Law's in the State of Missouri.
- Liability Insurance: The contractor shall indemnify and save harmless the County from all suits or action of every name and description brought against the County for or on account of any personal injuries, including accidental or resulting death, or property damages, received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.
- The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefits of the contractor and the County with a company licensed to do business in the

State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required are for public liability of the Contractor in protecting the County from damage or injury claims. The County shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the County Highway Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the County Highway Administrator may determine to be adequate, and without hereby limits the liability of the Contractor in protecting the County from damage or claim. Franklin County shall be named as an additional insured under General Liability.

- The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.
- The minimum acceptable coverage in U.S. dollars is tabulated below:

Coverage Item	Public Liability	Property Damage
Each Person Each Occurrence	\$400,000	\$3,000,000
Each Accident Each Occurrence	\$3,000,000	\$3,000,000
Aggregate Each Occurrence	\$3,000,000	\$3,000,000

- Certificate of Insurance sent to the County as evidence of insurance shall contain the following statements; and in their absence, the Certificate will not be satisfactory to the County.
 - a) The insurance evidenced by this certificate cancelled or altered thirty (30) days from date of receipt by the County will require written notice thereof.
 - b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury or destruction of wire, conduit pipes, mains, sewers or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating or drilling, or to injury to destruction of property at any time resulting therefrom.
 - c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of a structural injury to any buildings or structures due to grading of land, excavation, burrowing filling, backfilling or tunneling.

23. E-Verify

Completion of Affidavit of Work Authorization and provide acceptable documentation of enrollment in the program.

24. Employment of Unauthorized Aliens Prohibited

- a. Vendor agrees to comply with Missouri Revised Statute section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- b. As a condition for the award of this contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- c. Vendor shall require each subcontractor to affirmatively state in its contract with Vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Vendor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
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Business Entity Name	Date
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As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PRICING FORM

2019-44 Storm Sewer Installation Old Highway 100

REQUIRED PRICING

The bidder shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

Item	Description	Spec. No.	Quantity	Units	Unit Price	Item Total
1	Mobilization	1500	1	LS	_____	_____
2	Channelizers (Trimline)	1500	30	EA	_____	_____
3	Earthwork	2300	1	LS	_____	_____
4	Type I Rock Blanket	2300	12	CY	_____	_____
5	Silt Fence	2350	63	LF	_____	_____
6	Utility Cut Road Repair	3000	1	LS	_____	_____
7	Concrete Seep Collar	3000	2	EA	_____	_____
8	Storm Sewer (12" RCP)	3000	96	LF	_____	_____
9	Storm Sewer Structure (Area Inlet)	3000	1	EA	_____	_____
10	Storm Sewer Structure (Junction Box)	3000	2	EA	_____	_____
11	Asphalt Pavement (BP-1) (Surface Course) (2")				_____	_____
12	Construction Signs	1500	100	SF	_____	_____
13	Sign Relocation	3200	1	EA	_____	_____
14	Seed, Mulch and Fertilize	9000	337	SY	_____	_____

Project Total: \$ _____

Company Name _____

Authorized Signature _____

Printed name and title _____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

VENDOR INFORMATION

Company Name _____

Mailing Address _____

Phone number _____

Contact Name _____

Contact Name Title _____

Email Address _____

ATTACHMENT 1

SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 2019-44 DATE: September 24, 2019

DESCRIPTION: Storm Sewer Installation Old Highway 100

Vendor Name: _____

Vendor Address: _____