



Platte County R-3 School District

Siegrist Elementary
Playground Improvements

Request for Proposal (RFP)

March 4, 2021

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NOTICE TO BIDDERS

The Platte County R-3 School District wishes to obtain bids for Siegrist Elementary Playground Improvements as shown on the attached drawings.

The Platte County R-3 School District will receive sealed proposals from Bidders **until Wednesday, March 24, 2021, at 2 p.m.**, at which time, the bids received will be opened. The Platte County R-3 School District reserves the right to reject any or all bids and to waive informalities or irregularities in bids.

Each sealed bid shall contain Bid Proposal, E-Verify and Bidders Qualification; forms for each are attached to this RFP.

Bidders are invited to attend an optional pre-bid conference on **Wednesday, March 10th at 2p.m. at the District Education Center (address below)**.

Bids shall be in sealed envelopes labeled:

**Platte County R-3 School District
Siegrist Elementary Playground Improvements
Mr. Jay Harris
Executive Director of Operations
Platte County R-3 School District
District Education Center
998 Platte Falls Road
Platte City, MO 64079**

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Any questions related to this RFP or bid requirements please contact:

Mr. Jay Harris
816.858.5420 harrisj@platteco.k12.mo.us

All question regarding the RFP or the bid documents must be submitted by **Friday, March 19 at 3 p.m.** No other questions will be answered after this date and time.

INSTRUCTION TO BIDDERS

PROPOSALS: All proposals must be made on the forms provided herein. All proposals must be legibly written. No alterations in proposals or in the printed forms will be acceptable unless each alteration is signed by the Bidder. No alterations or physical changes shall be made by anyone, in any bid, after its submission by the Bidder.

SIGNATURE OF BIDDERS: Each Bidder shall sign a proposal, using the customary name under which the Bidder does business, utilizing the customary signatures of an authorized representative, and providing a full business address, including identity of any registered or local agent.

WITHDRAWAL OF BID: A Bidder may withdraw its proposal at any time prior to the expiration of the time and date during which proposals may be submitted, by written request submitted by the Bidder to the Platte County R-3 School District. A Bidder may correct any mistakes in its bid by submitting a written request to the Platte County R-3 School District, provided the written request is made and the bid is corrected and resubmitted prior to the expiration of the time and date during which proposals may be submitted.

BID PROPOSAL INSTRUCTIONS: A Bidder shall submit a completed Bid Proposal Form. Each project is identified on the Bid Proposal Form

INSURANCE: Contractor shall provide certificates of insurance and renewals thereof on standard ACORD forms. This inclusion shall not make the Platte County R-3 School District a partner or joint venture with the Contractor in its operations hereunder. The School District shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed in the certificate.

Contractor will provide the School District with proof of liability insurance in the minimum amount of \$2,000,000.00 listing Platte County R-3 Schools as additionally insured.

Contractors will also provide proof of Worker's Compensation insurance in the minimum amount of \$500,000.00 listing Platte County R-3 Schools as additionally insured.

EXCEPTIONS: The bidder shall furnish a statement on company letterhead giving a complete description of any exception to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the Request for Proposal.

RESPONSIBILITY OF CONTRACTOR: The Contractor shall furnish all labor, transportation, tools, equipment, machinery, and all suitable appliances, requisite for execution of this agreement and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. Contractor shall be solely answerable for all damage to any Platte County R-3 School District property, to other contractors or other employees of the School District, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of itself or its subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this agreement, or any extra work undertaken as herein provided.

Contractor shall not assign this agreement. The agreement will be terminated in the event the contractor sells the business. The School District reserves the right to continue with the new owner or select another contractor.

RELATIONS WITH OTHER CONTRACTORS: The Contractor shall cooperate with all other contractors who may be performing work on behalf of the School District, and workers who may be employed by the School District, on any work in the vicinity of the work to be done under this agreement, and the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY: The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the work being performed under this agreement, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith.

COMPLIANCE WITH O.S.H.A. REGULATIONS: The Contractor shall comply with all regulations of the Occupational Safety and Health Administration (OSHA) and hold the School District and its representatives harmless from all actions resulting from the Contractor's failure to comply with said regulations, orders and citations.

VERBAL STATEMENTS NOT BINDING: It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the School District, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

PAYMENTS: Payment shall be made to the Contractor upon completion of the work.

COMPLETION: The Platte County R-3 School District wishes to have these improvements done by July 30, 2021.

TERMINATION: Platte County R-3 School District reserves the right to terminate the agreement without notice for just cause which may include but not limited to some of the following: unauthorized staff of the contractor (sex offenders, convicted felons, etc.); weapons on school property; inappropriate behavior with students or staff; use of alcohol, tobacco or drugs on school property; use of unauthorized sub-contractors or 1099 employees; use of illegal alien employees; lapse of insurance coverage; failure to complete work as specified; poor quality of work; damage to school district property; etc.

SECTION 008100 – PREVAILING WAGE DETERMINATION

PART 1 – GENERAL

- A. This Project is contracted under the requirements of Missouri Prevailing Wage Law. This Section includes general information and forms for convenience. Detailed requirements, information, forms, and assistance may be obtained by contacting the following:

Missouri Department of Labor and Industrial Relations
Division of Labor Standards
Prevailing Wage Section
PO Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/lis/prevailingwage

- B. Prevailing Hourly Rate of Wages: Not less than the prevailing hourly rate of wages, as set out in the wage order attached, must be paid to all workers performing work under this Contract.
1. Contractor shall 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 this Contract by the Contractor or by any Subcontractor.
 2. Submit certified copies of Contractor's and subcontractor's payrolls to contracting public body on a weekly basis.
- C. Safety Training Program: All on-site employees, including those of Contractor and subcontractors, are required to complete the ten-hour safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so.
1. Contractor shall forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee, including those of subcontractors, for each calendar day, or portion thereof, such employee is employed without the required training.
- D. Construction Transient Employers: Every transient employer, as defined in section 285.230 RSMo, must post in a prominent and easily accessible place at the site, a clearly legible copy of the notices listed below. Any transient employer failing to comply with these requirements shall, under section 285.234 RSMo, be liable for a penalty of \$500 per day until notices are posted as required by the statute:
1. The notice of registration for employer withholding issued to such transient employer by the director of revenue.
 2. Proof of coverage for workers' compensation insurance or self-insurance signed by transient employer and verified by the Department of Revenue through records of the Division of Workers' Compensation.
 3. The notice of registration for unemployment insurance to such transient employer by the Division of Employment Security.
- E. Posting of Wage Rates: While work under this Contract is being performed, a legible list of all prevailing wage rates must remain posted in a prominent and easily accessible location at the site by the Contractor and each subcontractor on the project. Such notice shall remain posted during the full time that any worker is employed on the project.
- F. Project Notification – Contractor Information Notification: Before performing any Work, submit a completed PW-2 Form "Prevailing Wage Project Notification - Contractor Information Notification," available at www.labor.mo.gov/lis/prevailingwage under "Forms," to The Division of Labor Standards (DLS).
- G. Project Completion Notification – Affidavit of Compliance: Before final payment will be made, the Contractor

shall file a fully executed affidavit, PW-4 Form "Affidavit – Compliance with the Prevailing Wage Law", available at www.labor.mo.gov/ls/prevailingwage under "Forms," to The Division of Labor Standards (DLS).

- H. Monthly Applications for Payment: Pursuant to prevailing wage laws, an Affidavit of Compliance (Form PW-4) must be filed with the District before payment will be approved. The District will withhold and retain any amounts due as a result of any violation of the prevailing wage law prior to making payment with any contractor. Include Affidavit of Compliance with each application for payment.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 008100

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

Section 083
PLATTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.04
Boilermaker	*\$28.32
Bricklayer	\$57.42
Carpenter	\$57.36
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$28.32
Plasterer	
Communications Technician	\$58.21
Electrician (Inside Wireman)	\$65.07
Electrician Outside Lineman	*\$28.32
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$28.32
Glazier	\$55.03
Ironworker	\$64.15
Laborer	\$45.80
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$28.32
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$56.63
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$47.99
Plumber	\$69.83
Pipe Fitter	
Roofer	\$53.40
Sheet Metal Worker	\$67.16
Sprinkler Fitter	*\$28.32
Truck Driver	*\$28.32
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$59.23
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$28.32
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.37
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.71
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$47.34
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

EXHIBIT 'A'
PROPOSAL FORM

Bid to:

Platte County R-3 School District
District Education Center
Attn: Mr. Jay Harris
998 Platte Falls Road
Platte City, MO 64079

Place of Bid Opening:

Platte County R-3 School District
District Board of Education Room
998 Platte Falls Road
Platte City, MO 64079

Bid for:

Siegrist Elementary Playground Improvements

Date and Time for Receipt of Bids:

Wednesday, March 24, 2:00 p.m. (Local Time)
Platte City, MO 64079

We, the undersigned Bidder, hereby submit our Proposal on the General Contract for the Platte County R-3 School District – Siegrist Elementary Playground Improvements.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax Number: _____

1. THE SITE AND THE DOCUMENTS

We have carefully examined the site and all conditions affecting the work. We have carefully examined the following documents:

We the undersigned, having examined the Contract Documents listed below and the site of the proposed Work and being familiar with all conditions affecting the construction of the Project, here by propose and agree to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workmanlike manner, all Work required by the contract Documents, at the prices stated below. Stated sums include fees, insurance, payroll taxes, and all other charges applicable to materials, appliances, labor and all charges that may be levied. This Bid excludes sales tax.

- (a) Prevailing Wage Determination
- (b) E-Verify
- (c) Technical Specifications
- (d) Drawings

In the following proposal, the amounts shall be shown in both words and figures. In case of discrepancy between the word and the figures, the words shall govern. Owner intends to award the Contract to a single Bidder.

2. THE AMOUNT OF THE BASE BID

We propose to furnish all materials and labor for the Siegrist Elementary Playground Improvements called for by the above Documents for the Base Bid work for the total sum of:

_____ Dollars
and Cents (\$_____).

3. THE AMOUNT OF THE ALTERNATE NO. 1 BID (Alternate No. 1 Bid for sidewalk as shown in plans)

We propose to furnish all materials and labor for the Siegrist Elementary Playground Improvements called for by the above Documents for the Alternate Bid work for the total sum off:

_____ Dollars
and Cents (\$_____).

4. CHANGES IN THE WORK

Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

Overhead & Profit
Not to Exceed

- A. To Contractor for work performed by his/her own forces. 10%
- B. To Contractor for work performed by other than his/her own forces. 5%
- C. To Subcontractor for work performed by his/her own forces. 10%
- D. To Subcontractor for work performed by other than his/her own forces. 5%

5. COMPLETION OF THE WORK

If we are notified of the acceptance of the Base Bid of this Proposal within thirty (30) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation and agree to guarantee the Substantial Completion and completion of all punch list work as listed hereinafter:

Substantial Completion Date for Concrete Curb and Drainage Pipe for Playgrounds: June 25, 2021
Substantial Completion Date: July 23, 2021.

The Undersigned hereby agrees to commence work under the Contract within seven (7) days after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.

6. PERFORMANCE BOND AND PAYMENT BOND

We, the undersigned, agree to furnish to the Owner a Performance Bond and Payment Bond in the amount of 100 percent of the Contract Sum. Form of the Bond shall be AIA Document A312 from the American Institute of Architects, as modified by Owner. Refer to Document 006113.

7. ACKNOWLEDGEMENT AND SEAL

We, the undersigned, acknowledge and agree that the Owner reserves the right to waive any informalities in any Bid and to reject any or all Bids.

The undersigned Bidder, on behalf of itself and all sub-bidders, releases the Owner, Architect, and other Bidders from any claim arising out of or relating to the acceptance, non-acceptance, or rejection of the undersigned's or any other Bidder's Bid, including without limitation, Bids of its sub-bidders on this Project.

NOTE: If the Contractor is a Corporation, Proposal must be signed by an authorized officer, showing his/her title.

Yours very truly,

Corporate Seal (Below)

FIRM

ADDRESS _____

TELEPHONE:

FAX: _

BY: _

TITLE:

STATE OF INCORPORATION: _____ FIN

or SSN

Notary Seal (Below)

Notary Public

Subscribed and sworn to before me within and for

STATE OF _____

COUNTY OF _____

On this _____ Day of _____, 20_____

My Commission Expires: _____

END OF PROPOSAL FORM

EXHIBIT 'B'
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____(individual signature)
For: _____(company name)
Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20__

NOTARY

PUBLIC My commission expires:

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- A. agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- B. affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- C. affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- D. affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- E. agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- F. agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- G. agrees that any failure by your company to abide by the requirements A) through F) above will be considered a material breach of your contract with the District.

By: _____
(signature)

Printed Name and Title: _____

For and on behalf of: _____(company name)

EXHIBIT 'C'
STATEMENT OF BIDDER QUALIFICATIONS

Each bidder for the work included in the specifications and bid documents shall submit with their bid the data requested in the following information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the contractor's bid.

Name of Bidder: _____

Business Address: _____

When Organized: _____

Date Incorporated: _____

Number of years engaged in conducting business under present firm name: _____

If you have operated business under a different name, please give name and location.

Have you ever failed to complete any work awarded to your company? If so, where and why?

Have you ever defaulted on a contract? If so, where and why?

List any school district, government entity or tax-based organizations you work for currently, or have worked for in the past three (3) years. Please include name of organization, point of contact and contact information.

Name, address and telephone number of at least three references who are familiar with the job performance of your company on similar size jobs:

Reference 1: _____

Reference 2: _____

Reference 3: _____