



## CITY OF WILLARD INVITATION FOR BID #04-2017PWKS

Jennifer Rowe, City Clerk  
City of Willard  
224 W. Jackson, P.O. Box 187  
Willard, Missouri 65781

Email: [clerk@cityofwillard.org](mailto:clerk@cityofwillard.org)  
Telephone Number: 417-742-5302  
Fax Number: 417-742-3080  
Due Date: March 21, 2017

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT CITY HALL PRIOR TO **2:00 P.M. ON**

**TUESDAY, March 21, 2017.** Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

### DESCRIPTION

## HUNT RD./FARM RD. 103 RESURFACING

*See attached General Conditions, Specifications, and Bid Form for detailed information.*

DELIVERY: F.O.B. DESTINATION

*The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.*

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City Clerk if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the City Clerk not later than three (3) days prior to the bid opening date.

# CITY OF WILLARD

## INSTRUCTION TO BIDDERS

### **01. Opening Location**

The Bids will be opened at the City of Willard, 224 W. Jackson, Willard, MO 65781 in the presence of City officials at the due date and time indicated on the IFB (Invitation for Bid). All bidders or their representatives are invited to attend the opening of the IFB.

### **02. IFB Delivery Requirements**

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City Clerk's Office for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the City Clerk's office and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

### **03. Sealed and Marked**

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Willard  
Attn:City Clerk  
P.O. Box 187  
224 W. Jackson,  
Willard, MO 65781

### **04. Legal Name and Signature**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same and it shall not be considered for award.

### **05. Corrections**

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

### **06. Clarification and Addenda**

Each bidder shall examine all IFB documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the IFB shall be made through the City Clerk's office in writing or through email. The City Clerk shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the City Clerk at phone number 417-742-5302 to determine if addenda were issued and to make such addenda a part of their Bid.

### **07. IFB Expenses**

All expenses for making Bids to the City are to be borne by the bidder.

### **08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to sell to the City the goods or services set forth in the IFB, until one (1) or more of the Bids have been duly accepted by the City.

### **09. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

### **10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel and past performance records.

### **11. The Right to Audit**

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

### **12. Applicable Law**

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

### **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Clerk. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

### **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.

### **15. Collusion**

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

### **16. Contract Forms**

Any agreement, contract or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

### **17. Liability and Indemnity**

- a. In no event shall the City be liable to the Contractor for special, indirect or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

### **18. IFB Forms, Variances, Alternates**

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

### **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

### **20. Modifications or Withdrawal of Bid**

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax or email will not be considered.

### **21. No Bid**

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

### **22. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

### **23. Prices Bid**

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

### **24. Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

### **25. Descriptive Information**

All equipment, materials and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

### **26. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

### **27. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within thirty (30) days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for City Clerk" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

### **28. Quality Guaranty**

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

### **29. Quality Terms**

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

### **30. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12494461.

### **31. Awards**

- a. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder and all other relevant factors.

### **32. Authorized Product Representation**

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

### **33. Regulations**

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

**34. Termination of Award**

*Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*

**35. Royalties and Patents**

*The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

**36. Equal Employment Opportunity Clause**

*The City of Willard, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

**37. Bid Tabulation**

*Bidders may request a copy of the bid tabulation of the Invitation for Bid.*

**38. Budgetary Constraints**

*The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

**~~39. Additional Purchases by Other Public Agencies~~**

*~~The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.~~*

**40. Order of Precedence**

*Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

**41. Affidavit for Service Contracts**

*The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Willard affirming that they have not and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

**42. Inspection and Acceptance**

*No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

## INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Willard, City Clerk, 224 W. Jackson, Willard, MO 65781

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation** Statutory coverage per R.S.Mo. 287.010 et seq  
**Employer's Liability** \$1,000,000.00
  
- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with ten thousand (\$10,000.00), limits of **One Million Dollars (\$1,000,000.00)** for all claims arising out of a single accident or occurrence and **One Hundred Thousand Dollars (\$100,000.00)** for any one (1) person in a single accident or occurrence.
  
- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **One Million Dollars (\$1,000,000.00)** for all claims arising out of a single accident or occurrence and **One Hundred Thousand Dollars (\$100,000.00)** for any one (1) person in a single accident or occurrence.
  
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
  
- E. **Bid Bond:** Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5% percent of the total amount of the base bid, made payable to the City of Willard.
  
- F. **Contract Performance and Payment Bond:** A construction contract awarded, for an amount exceeding ten thousand (\$10,000.00), requires a bond to be delivered to the City and shall become binding on the parties upon the execution of the contract; which bond shall be a performance, labor and materials bond satisfactory to the City, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City, in an amount equal to one hundred percent (100%) of the price specified in the contract. If the amount of the contract is less than ten thousand (\$10,000.00), such bond may be required at the recommendation of the contracting department.
  
- G. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Willard.

**CITY OF WILLARD  
 INVITATION FOR BID #04-2017PWKS  
 "HUNT RD./FARM RD. 103 RESURFACING"  
 GENERAL CONDITIONS**

**Section 1 General**

**1.0** The City of Willard is requesting bids from qualified contractors, hereafter referred to as Contractor, to perform cold milling, asphalt pavement repair and hot mix asphalt resurfacing on Hunt Road from US 160 to Farm Road 94 and on Farm Road 103 from Farm Road 94 to State Highway EE. The locations, types of work and estimated quantities are described in the following tables and illustrations. Material and construction specifications are contained within the following pages.

Bid Item	Executive Summary	Estimated Quantities	
1.0	Cold Milling 2" or Less	844	SY
2.0	Cold Milled Headers	618	LF
3.0	Asphalt Pavement Repair	794	SY
4.0	Plant Mix Bituminous Base	1	Tons
5.0	Bituminous Pavement (BP-1)	4,544	Tons

Road Section and Type of Work	Length (FT)	Width (FT)	Depth (IN)	Units	Est. Quantity
<b><u>Hunt Road</u></b>	5,625				
Cold Milling 2" or less	760	10	2	SY	844
Cold Milled Headers	374	3	2	LF	374
Asphalt Pavement Repair	Varies	Varies	6	SY	353
Bituminous Pavement (BP-1)	5,625	20	2	Tons	1,392
<b><u>Farm Road 103</u></b>					
Cold Milled Headers	244	3	2	LF	244
Asphalt Pavement Repair	Varies	Varies	6	SY	441
Bituminous Pavement (BP-1)	12,739	20	2	Tons	3,152

<b>Asphalt Pavement Repair</b>				
	<b>Lane</b>	<b>Width (FT)</b>	<b>Length (FT)</b>	<b>Area (SY)</b>
Hunt Rd.	Northbound	4	14	6
Hunt Rd.	Northbound	4	6	3
Hunt Rd.	Northbound	5	56	31
Hunt Rd.	Northbound	4	78	35
Hunt Rd.	Northbound	4	14	6
Hunt Rd.	Northbound	4	68	30
Hunt Rd.	Northbound	4	18	8
Hunt Rd.	Northbound	4	13	6
Hunt Rd.	Northbound	5	65	36
Hunt Rd.	Northbound	5	96	53
Hunt Rd.	Northbound	5	83	46
Hunt Rd.	Northbound	5	80	44
Hunt Rd.	Northbound	4	25	11
Hunt Rd.	Northbound	5	60	33
Hunt Rd.	Northbound	4	8	4
Fm. Rd. 103	Southbound	3	19	6
Fm. Rd. 103	Northbound	5	36	20
Fm. Rd. 103	Northbound	4	64	28
Fm. Rd. 103	Northbound	10	14	16
Fm. Rd. 103	Southbound	5	40	22
Fm. Rd. 103	Southbound	4	32	14
Fm. Rd. 103	Southbound	10	28	31
Fm. Rd. 103	Southbound	5	200	111
Fm. Rd. 103	Southbound	6	100	67
Fm. Rd. 103	Southbound	6	80	53
Fm. Rd. 103	Southbound	10	65	72

<b>Cold Milled Headers</b>			
<b>Location</b>	<b>Offset (FT)</b>	<b>Length (LF)</b>	<b>Depth (IN)</b>
New Mehlville	30	30	2
Truman	3	64	2
Osage	3	52	2
Logan	3	64	2
Becky	3	64	2
Fm. Rd. 94 (N. Side)		98	2
Fm. Rd. 94 (S. Side)		84	2
Fm. Rd. 104	3	54	2
Fm. Rd. 106	3	36	2
State Highway EE		70	2



**Hunt Road**



**Cold Milled Area**

### **1.0 (continued)**

The Contractor shall provide technical guidance and consultation before, during and after each phase of the work, on-site supervisory staff to work with City Officials and field supervisors, and provide all necessary operators, drivers, laborers along with appropriate vehicles, equipment and hand tools to ensure successful construction meeting the City's Specifications.

Utility covers, manholes, grated inlets, curb inlets and traffic device covers located in the roadway to be resurfaced shall be protected from coverage by the resurfacing and referenced for prompt location and cleaning following application. The Contractor shall be responsible for covering, locating, removing and cleaning of these items following the resurfacing operation. The methods used to protect, reference, locate and clean shall be submitted by the Contractor and shall be subject to approval by the City. All such materials shall be removed and properly disposed of by the Contractor after the surfacing material has cured. The above items shall be cleaned to their pre-surfacing condition or as directed by the City.

Compliance with prevailing wage law, at rates specified in the Missouri Department of Labor's Annual Wage Order #23 for Greene County and subsequent updates, is required. Certified payroll reports covering the dates associated with pay requests, must be submitted prior to the release of payment(s).

### **2.0 Work Zone Traffic Management Plan**

Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, and more specifically as follows.

Traffic shall be maintained through the work zone using existing pavement and traffic control devices in accordance with the latest version of the Manual for Uniform Traffic Control Devices (MUTCD). Provisions shall be made to allow movement of emergency vehicles through the project limits at all times. During non-working hours the contractor shall have all lanes of traffic open for all streets, driveways and side roads. All channelizers and other traffic control devices shall be removed from the roadway during non-working hours unless otherwise approved by the Public Works Director.

During the following holiday weekends and unless otherwise approved by the Public Works Director, all lanes of traffic shall be open for all streets, driveways and side roads from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. of the first working day subsequent to the holiday. Working days as used in this section shall refer to those days of paid time off observed by the City of Willard.

- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas

#### **Detours and Lane Closures and Street Closures.**

At least one lane of traffic shall be maintained at all times except for brief intervals of time when the movement of the contractor's equipment will hinder the safe movement of traffic. Lane closures shall be accomplished using sufficient flagmen and traffic control devices so as to conform to the MUTCD.

All lanes must be open to traffic from one half hour before sundown to one half hour after sun rise. In the event circumstances require one lane or one way traffic overnight, the Contractor shall at his or her sole expense, furnish the necessary labor and equipment to properly direct traffic through the work zone. The Public Works Director shall be the sole judge as to the necessity of maintaining traffic in a one lane or one way pattern overnight.

Street closures, at the sole discretion of the Public Works Director, may be approved under circumstances wherein sufficient public notice is provided and the detour route is clearly discernable or clearly marked.

Basis of Payment. No direct payment will be made for labor, equipment or materials necessary for work zone traffic management. The contractor is responsible for determining his or her expenses for traffic control and incorporating said cost into the unit pricing structure.

### **3.0 Contractual Constraints**

Bids shall be provided to the City on the Bidder Response form, included herein. A summary of the terms and conditions under which the work will be completed is contained below. Portions of this summary are taken from the proposed Public Works Contract included with this IFB and is not intended to be all-inclusive.

- Sealed bids are due by 2:00 p.m. on March 21, 2017, at Willard City Hall, 224 W. Jackson, Willard, MO 65781.
- Each bidder shall file with his bid a cashier's check, certified check or a bidder's bond for 5% percent of the total amount of the base bid for each section, made payable to the City of Willard.
- Compliance with prevailing wage law, as specified in the Missouri Department of Labor's Annual Wage Order #23 and subsequent updates are required. Certified payroll reports covering the dates associated with pay requests, must be submitted prior to release of payment, with a certification of compliance required prior to release of final payment.
- The project is subject to the safety training requirements and other provisions of Section 292.675 RSMo. (OHSa).
- Liquidated damages in the amount of \$200/day may be assessed if not complete within contract time.
- Contractor shall comply with MUTCD specifications for traffic control, signage and other related and applicable general provisions thereof.
- The Contractor shall obtain and maintain a business license with the City of Willard.

### **4.0 Pricing Structure**

Contractor will submit unit pricing as directed on the Bid Form. Bids will be evaluated based on the estimated quantities however; all contractual payments made subsequent to this bid shall be based on actual quantities as authorized, constructed and accepted at the unit price as bid or as included on any duly executed change orders. All costs associated with the performance of the work contemplated in the IFB, including mobilization, demobilization, labor, materials, equipment, and all other expenses, should be incorporated into the unit prices.

### **5.0 Contractor's Responsibilities**

The contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. Supervision of personnel shall be conducted in a competent and professional manner.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

By submitting a bid, the contractor hereby agrees to hold the City of Willard harmless against claims for payment by subcontractors and/or suppliers of the contractor resulting from work performed or materials, equipment, and supplies furnished in conjunction with any services provided as a result of this contract.

### **6.0 Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

### **7.0 Codes and Regulations**

The awarded Contractor(s) shall strictly comply with all federal, state and local building and safety codes. Contractor agrees that the project or work contemplated may be subject to certain laws of the State of Missouri and certain Federal laws including but not limited to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor; safety and health regulations for construction or performance of public safety contracts; minimum wage rate laws for laborers and mechanics; overtime compensation required by the Contract work hours and Safety Standards Act; the so-called "Anti Kickback Act" the Davis-Bacon Act, regulations issued by the Secretary of Labor, United States Department of Labor, the "Prevailing Wage Law" as provided by Section 290.210 RSMo.; and regulations issued pursuant thereto to the Department of Labor and Industrial Relations, equal employment opportunity regulations and conformity with Executive Order 11246, as amended, and other "equal employment opportunity regulations" and other rules and regulations required by law. The Contractor shall assume all responsibility for knowledge of and compliance with such laws and indemnify the City against any liability for violation thereof. Not less than the prevailing wage must be paid to all workers performing work under the contract. (RSMo Section 290.250). In the event any worker is paid less than the prevailing wage rate for any work under this Contract the City may withhold from the Contractor's un-paid compensation a sum of money sufficient to pay the deficient amount in said wages, or, file claim against any payment surety submitted in accordance with the terms of the Contract. Additionally, the Contractor shall

forfeit as a penalty to City, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said Contract, by him or by any Subcontractor under him. (RSMo Section 290.250).

### **8.0 Protection of Property/Security**

The awarded Contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded contractor shall provide for removal of all debris from the Work site.

The Contractor shall at all times guard against damage or loss of property to the City of Willard or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The awarded Contractor shall at all times guard against injury to City of Willard employees. The contractor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded contractor(s) must, at all times, comply with State of Missouri and Occupational Safety and Health Administration (OSHA) safety regulations.

### **9.0 Sub-Contracting**

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Willard.

Any and all subcontractors shall provide the City with all certificates of insurance required by this contract.

Any and all subcontractors shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

Any and all subcontractors shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA)

Contractor shall submit a detailed description to the City of work proposed to be performed by any subcontractor.

Contractor shall be responsible for all payments to an approved subcontractor within thirty (30) calendar days of when services were provided for this contract. Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

**CITY OF WILLARD  
INVITATION FOR BID #04-2017PWKS  
“HUNT RD./FARM RD. 103 RESURFACING”  
SPECIAL PROVISIONS**

**1.1 Mobilization**

(a) The Contractor shall mobilize administrative staff following the notice of bid award and receipt of executable contract documents. The Contractor shall provide executed contracts and associated bonds and insurance within fifteen (15) working days of receipt of notice of bid award and contract documents.

**1.3 Performance Schedule**

(a) All work must be completed by October 31, 2017.

(b) Once work has commenced, the Contractor shall diligently, regularly and uninterruptedly pursue completion of the project at such rate of progress as will insure full completion thereof within the time specified.

**1.4 Liquidated Damages:**

(a) The time of completion of each phase of the work by the Contractor is of the essence. Should the Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract or any specifications incorporated by reference, or within such extra time as may be allowed in accordance with the terms of this contract, Contractor (or surety) shall be liable to the City in the amount of \$200 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

**1.5 Scope**

(a) The Contractor shall provide a project manager to manage the work.

(b) The Contractor shall designate a project supervisor to supervise the site work. The Contractor's project supervisor shall be present each day work occurs on the project.

(c) The Contractor shall provide the City of Willard with an updated list of all approved subcontractors including phone numbers of contact personnel.

(d) The Contractor shall provide all labor, equipment, machines and tools necessary to complete the work. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or removed from the work site within 1 day.

(e) The Contractor will be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, infrastructures, vegetation and etc. on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred. The Contractor shall contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion shall be discussed. The Contractor shall provide the City of Willard with a weekly report outlining the status of all damage concerns.

(f) The Contractor shall provide sufficient field supervision and a suitable supervisory structure for all assigned activities. The supervisory structure shall be such that no one individual shall be responsible for the direct supervision of more than ten (10) other individuals.

(g) The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement.

(h) The Contractor is to notify the City of Willard of any situation which poses a health or safety risk to workers on site.

## **1.6 Measurement**

- (a) Measurement for unit quantities of tonnage shall be determined by weighing each truck load of asphalt on certified scales. Load tickets shall be presented to a City representative at the time of delivery to the work site.
- (b) Measurement for unit quantities of square yards shall be made in the field, agreed upon by both parties and recorded. Measurement for cold milling will be computed to the nearest square yard. Measurement for cold milled headers will be made to the nearest lineal foot.

## **1.7 Inspection, Testing and Acceptance**

- (a) Upon completion of the specified work for each order, the Contractor shall notify the Public Works Director, and an inspection will be performed by City staff. Work determined to be unsatisfactory by the Public Works Director and not accepted shall be corrected to acceptable standards at the Contractor's sole cost.
- (b) All quality control sampling and testing shall be performed at the Contractor sole expense in the method and manner described in the City's Standard Specifications.
- (c) All items that are unsatisfactory shall be corrected. Upon completion of the corrections, the Contractor shall notify the Public Works Director for a re-inspection.

## **1.7 Payment**

- (a) Payment for the production and placement of bituminous base and pavement to include all costs associated with mobilization, manufacturing, loading, hauling, placement, compaction, traffic control, testing, correction of defects and all other materials, equipment and labor necessary to complete the work shall be paid for under the contract bid unit price for Asphalt Pavement Repair, Plant Mix Bituminous Base and Plant Mix Bituminous Pavement (BP-1).
- (b) Payment for cold milling will be paid for at the contract unit price for each of the pay items included in the contract. No direct payment will be made for removal of shoulder material by milling or other methods as required to provide drainage, unless shoulders are to be removed as part of the contract. No direct payment will be made for loading, hauling, stockpiling or disposing of milled material, repairing spalled areas, placing and removing temporary wedges, providing temporary pavement marking or performing other items incidental to completion of this work.
- (c) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified and accepted quantities as measured or included in the contract/IFB.
- (d) No retainage will be withheld.
- (e) All invoices must be submitted with a tabular report summarizing and including all individual load tickets and include certified payroll data (Prevailing Wage compliance) for the period(s) covered by the invoice.

## **2.1 Other Considerations**

- (a) The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- (b) The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City of Willard.
- (c) The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City of Willard.
- (d) The Contractor is not permitted to store equipment or trucks on public property without the approval of the City of Willard.
- (e) There shall be no overnight parking or camping on public property without the approval of the City of Willard.

(f) The Contractor is encouraged to employ experienced and qualified local and minority sub-contractors.

### **3.1 TRAFFIC CONTROL**

(a) The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. Traffic control shall conform to the latest edition of the Manual on Uniform Traffic Control Devices.

(b) The contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors.

(c) The Contractor shall take the steps necessary to minimize the amount of time access is restricted to any side road or entrance.

(d) The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

**CITY OF WILLARD  
INVITATION FOR BID #04-2017PWKS  
“HUNT RD./FARM RD. 103 RESURFACING”  
SPECIFICATIONS**

**Article I. Plant Mix Bituminous Pavement (BP-1)**

**1.1 Description**

The Contractor shall provide all management, supervision, labor, equipment, machines, and tools necessary to construct 2 Inch Plant Mix Bituminous Pavement, complete and in-place. This work shall consist of producing and placing **Plant Mix Bituminous Pavement (BP-1)** meeting the requirements of Section 401 of the Missouri Standard Specifications for Highway Construction. **NOTE: THE USE OF RECYCLED ASPHALT SHINGLES (RAS) IS PROHIBITED.**

**1.2 Equipment and Construction Requirements**

Placing and compacting the Plant Mix Bituminous Pavement shall comply with the requirements of the Missouri Standard Specifications for Highway Construction which may be viewed on the MoDOT website at [www.modot.org/business/standards and specs/highwayspecs.htm](http://www.modot.org/business/standards_and_specs/highwayspecs.htm)

**1.3 Method of Measurement.** Measurement for Plant Mix Bituminous Pavement (BP-1) will be in Tons.

**Article II. Tack Coat**

**1.1 Description** This work shall consist of preparing and treating an existing bituminous or concrete surface with bituminous material, in accordance with Section 407 of the Missouri Standard Specifications for Highway Construction.

**1.2 Application Rate** Tack shall be applied at the rate of 0.05 gallon per square yard.

**1.3 Payment** No direct payment will be made for labor, equipment or materials necessary to comply with this section of the specifications. The contractor is responsible for determining his or her expenses for tack coat and incorporating said cost into the unit pricing structure.

**Article III. Cold Milling Existing Pavement**

**1.1 Description**

(a) The Contractor shall provide all management, supervision, labor, equipment, machines, and tools necessary to remove existing pavement from the roadway. This work shall consist of cold milling the existing pavement surface to the depth, profile and cross slope as directed and removing and disposing of the milled material.

**1.2 Equipment.**

(a) The equipment for milling and removing the pavement surface shall be capable of removing a thickness of bituminous or concrete material to the specified depth and providing a uniform profile and cross slope.

(b) The equipment shall be capable of accurately and automatically establishing profile grades within 1/8 inch of each edge of the machine. The milling equipment shall be regulated by an automatically controlled grade leveling and slope control device. The device shall provide control for producing a uniform surface to the established grade and a cross slope in accordance with the typical section. The device shall also be equipped with the necessary controls to permit the operator to adjust or vary the slope as directed by the engineer.

(c) The equipment shall have provisions for controlling dust and other particulate matter created by the cutting action. The equipment shall also have an effective means of removing cuttings from the pavement and discharging them into a hauling unit, all in one operation, as the pavement is milled.



### **1.3 Construction Requirements.**

(a) In the event the milled surface begins to ravel under traffic or other problems resulting from the milling occur, restrictions on the amount of time that a milled area may be left open will be determined by the engineer.

(b) The milling operations, except in depth transition areas, shall be regulated by an automatically controlled grade leveling and slope control device.

(c) The roadway pavement surface shall be removed and planed around and over manholes, utility valves and drainage appurtenances within the limits of the work as directed by the engineer. Any damage to manholes, utility valves or drainage appurtenances by the removal and planing operation shall be repaired by the contractor at the contractor's expense. After removal of existing material around manholes, utility valves and other appurtenances, the contractor shall place a temporary wedge around the appurtenance. The temporary wedge shall consist of bituminous or another approved material at a slope that will allow safe transition over the appurtenance by through traffic and of a thickness and design that the material remains intact while under traffic. Bituminous wedges shall be removed prior to resurfacing.

(d) The milled surface of each layer shall be substantially free from waves or irregularities. The final milled surface shall not vary from a 10-foot straightedge, applied parallel to the centerline, by more than 1/4 inch. Spalled areas presenting a hazard shall be repaired using an approved bituminous pavement. The texture of the final milled surface shall be a grid surface with discontinuous longitudinal striations.

(e) Loose material not picked up by the milling machine shall be removed from the roadway surface immediately behind the milling operation, except in areas with earth or stabilized aggregate shoulders. Loose material may be swept to the shoulders as approved by the City.

(f) Temporary pavement markings are not required on milled surfaces.

**1.4 Method of Measurement.** Measurement for Cold Milling will be in Square Yards.

## **Article IV. Cold Milled Headers**

**1.0 Description.** This work shall consist of cold milling headers at specified locations. The headers shall be 2 inches in depth and shall provide a smooth transition from the new surface to the existing pavement. The minimum width of the milled header shall be 3 feet.

**1.1 Method of Measurement.** Measurement for Cold Milled Headers will be in Lineal Feet. No additional payment will be made for additional milling required to provide a smooth transition.

## **Article V. Asphalt Pavement Repair and Plant Mix Bituminous Base**

**1.0 Description.** This work shall consist of removing designated areas of the existing pavement, and subgrade as necessary, and replacing it with 8 inches of Bituminous Base meeting the requirements of Section 401 of the Missouri Standard Specifications for Highway Construction.

**1.1 Removal of Existing Pavement.** Existing pavement shall be removed in such a manner to prevent damage to the adjacent pavement. The opening shall be squared and the sides of the excavation shall be vertical. The minimum depth of removal shall be 8 inches. The depth of removal may be increased in the event unsuitable subgrade is encountered.

**1.2 Method of Measurement.** Measurement for Asphalt Pavement Repair will be in Square Yards. Measurement for additional Bituminous Base required for repairs greater than 8-inch depth will be in Tons.

**BID FORM  
 INVITATION FOR BID #04-2017PWKS  
 "HUNT RD./FARM RD. 103 RESURFACING"**

City of Willard  
 Attn.: City Clerk  
 "HUNT RD./FARM RD. 103 RESURFACING"  
 P.O. Box 187  
 224 W. Jackson St.  
 Willard, MO 65781

SUBMITTED BY \_\_\_\_\_  
 Company Name

ITEM	Est QTY	BID SCHEDULE DESCRIPTION	UNIT PRICE	EXTENSION
1.0	844 SY	Cold Milling to 2" or less	\$_____/SY	\$_____
2.0	618 LF	Cold Milled Headers	\$_____/LF	\$_____
3.0	794 SY	Asphalt Pavement Repair	\$_____/SY	\$_____
4.0	1 Ton	Plant Mix Bituminous Base	\$_____/Ton	\$_____
5.0	4,544 Tons	Plant Mix Bituminous Pavement (BP-1)	\$_____/Ton	\$_____
TOTAL ESTIMATED BID			\$_____	

List all subcontractors and the portion of the work to be subcontracted:

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**AFFIDAVIT OF COMPLIANCE  
INVITATION FOR BID #04-2017PWKS  
“HUNT RD./FARM RD. 103 RESURFACING”**

To be submitted with Vendor’s Bid

\_\_\_\_ We DO NOT take exception to the IFB Documents/Requirements.  
\_\_\_\_ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

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Company Name \_\_\_\_\_

By \_\_\_\_\_  
Authorized Person’s Signature

\_\_\_\_\_  
Print or type name and title of signer

Company Address \_\_\_\_\_

Telephone number \_\_\_\_\_

**Addenda**

**Bidder acknowledges receipt of the following addendum:**

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

Addendum No. \_\_\_\_

Fax number \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF WILLARD STATEMENT OF “NO BID”  
INVITATION FOR BID #04-2017PWKS  
“HUNT RD./FARM RD. 103 RESURFACING”**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB 04-2017PWKS** FOR RESURFACING HUNT RD./FARM RD. 103 FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO “TIGHT,” I.E. GEARED TOWARD ONE (1) BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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