



The **City of Farmington** is accepting bids for “**New and Removal & Replacement of Concrete Curb & Gutter and Sidewalk**” and your firm is invited to submit a proposal.

Bids are due by **10:30 a.m. local time, Tuesday, February 21, 2017**. Sealed bids may be mailed or brought in person to:

**City of Farmington
Public Works Department
12 South Franklin Street
Farmington, MO 63640**

Specifications and bid sheets are enclosed. Please forward your proposal on the bid sheet provided and mark the envelope “**Proposal for New and Removal and Replacement of Concrete Curb & Gutter and Sidewalk**”

The City reserves the right to reject any or all Bids, to waive informalities or minor defects in any bid, and to reject nonconforming, non-responsive, or conditional bids. **Consideration of the quality of past performance will be given for firms who have previously worked for the City of Farmington.**

The City Council may, at its sole option, award this bid based on the anticipated effect of this project on local employment. Bidders are encouraged to provide estimates of the total payroll of all contractors, subcontractors, and suppliers located in St. Francois County related to this contract.

The Missouri Division of Labor Standards Prevailing Wage Law with regard to St. Francois County shall apply.

Should you wish to inspect project areas or need additional information, contact Larry Lacy, Public Works Director at (573) 756-0608, Monday-Tuesday, 8:00 a.m. – 4:30 p.m. or James Heberlie, Street Superintendent, at (573) 631-0895, Monday-Tuesday, 7:30 a.m. – 4:00 p.m.

Sincerely,

CITY OF FARMINGTON

Larry Lacy, P.E.
Public Works Director

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

1. Each bidder by making his bid represents that he has read and understands the bid documents.
2. Each bidder by making his bid represents that he has visited the site and familiarized himself the local conditions under which the work is to be performed.
3. **Bidding Procedures:**
 - a. Bid must be prepared on the forms provided.
 - b. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids.
 - c. Each bidder shall state the length of time necessary for substantial completion of the work receiving notice from the Owner to proceed with this work.
4. **Bid Receiving:**
 - a. Bids for this project will be received in accordance with the invitation for bid directions.
 - b. Do not remove bid form from these specifications, but fill out the bid form and return with specifications.
5. **Award of Contract:**
 - a. Contract will be awarded as soon as possible to the responsible bidder submitting the best bid, provided:
 - 1) Evidence of the experience, qualifications and financial responsibility of each bidder and his subcontractors, and the time of completion are all acceptable to the Owner.
 - 2) The total of acceptable bids is within the owner's financial budget for the project.
 - 3) Work shall begin no later than thirty (30) calendar days past notice to proceed.
 - 4) Special consideration may be given to contractors who have proven themselves in the past to be able to promptly respond to the City's needs.

**SPECIFICATIONS FOR
NEW & REMOVAL AND REPLACEMENT
CONCRETE CURB & GUTTER AND SIDEWALK**

The Bidder shall provide all equipment, material and labor to complete each project.

Curbing shall be 5 ½ sack concrete mix placed 18 inches wide with a 12 inch gutter, sloped ½ inch from front to back of gutter, 12 inches back, 6 inches high face with 6 inches thick gutter. **Driveway approaches shall be constructed like the driveway approaches on Doss Street and Potosi Streets completed in 2012. A minimum of 6" form is required at the gutter face.**

Sidewalk shall be 5 ½ sack concrete mix placed at different widths as directed by the City. Depth shall be 4 inches thick, and driveways shall be 6 inches thick.

All intersections shall have handicap ramps placed in accordance with the current American with Disabilities Act specifications. The City will provide the Truncated Dome panels for the ramps. **The handicap ramps shall be constructed like the handicap ramps on Doss Street and Potosi Streets completed in 2012.**

New curb and guttering and sidewalks: The City will prepare all grades, establish the sub base and place the rock base material. The Contractor will be responsible for the placement of the new curb and guttering and sidewalk. The City will place the backfill and provide the adjoining final landscaping. The City will place the asphalt in front of the new curb.

Removal and replacement of curb and guttering and sidewalks: The Contractor shall be responsible for the removal and disposal of the concrete curb and guttering and sidewalk, minor grading (less than 12 inches deep) to establish the sub base elevation, and placement and compaction of the granular base material. The Contractor will be responsible for saw cutting, when necessary, placement of the new curb and guttering and sidewalk, backfilling, site restoration, and final seeding and mulching. Excavations greater than 12 inches will be paid as indicated on the bid sheet, per cubic yard. The City will place the asphalt in front of the curb.

Curb prices shall be stated per linear foot and sidewalk prices stated per square foot. Separate bids will be considered for new curb and guttering and sidewalks, and removal and replacement of curb and guttering and sidewalks. The bidder may opt to bid on either or both contracts.

Shifting of location of curb and gutter with sidewalk may be necessary, along with elevation changes. Changes of one foot or less shall be absorbed by the Bidder. Changes greater than 12 inches shall be priced as extra on bid sheet.

Cut-in Repair

Street-cut repair shall be excavated and replaced within 14 fourteen days of receiving the notice to proceed regardless of the square footage. **Failure on the part of the contractor to be responsive to street cut-in repair will result in a termination of the contract.**

Guarantee: All work on this project shall be guaranteed to be free from defects in workmanship and materials for a period of one year from date of completion of the entire project. This is not a maintenance guarantee.

The Contractor shall repair and replace any defective areas within ten (10) days after receiving notice of this defect. Should repair work not be done by the Contractor, the City will make the necessary repairs and charge the Contractor.

Unauthorized Alien Affidavit and E-Verify: As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state to a business entity (contractor), the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized illegal alien in connection with the contracted services, per RSMO 285.530. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required to the state and any political subdivision of the state with which it contracts, on an annual basis. Prior to the award of the bid, the selected contractor must complete and have notarized the attached "Affidavit of Work Authorization - City of Farmington Public Works Projects" and return it to the Director of Public Works.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Health and Safety of Employees: In accordance with RSMO 292.675 any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA of a similar program which is at least as stringent as an

approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded twenty days to produce such documentation before being subject to removal from the project.

2017 PROJECT SCOPE
(Tentative Listing and Approximate quantities)

NEW CURB AND GUTTERING

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>L.F.</u>
Liberty	As needed	Hospital Driveway	Maple Valley Drive	400
Maple	North	719 Maple	Walton Drive	100
Boyce (2)	Varies	N of Columbia	Perrine	<u>960</u>
Subtotal				1,460

REMOVE AND REPLACE CURB & GUTTERING

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>L.F.</u>
No specific locations planned at this time but, may be required during the course of this contract. Assume 370LF for bidding purposes.				

NEW SIDEWALK

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>S.F.</u>
Liberty	North	Hospital Driveway	Maple Valley Drive	8,500
Maple	North	719 Maple	Walton Drive	5,000
Boyce	Varies	A Street	Jefferson	3,050
Boyce (2)	Varies	N of Columbia	Perrine	<u>5,000</u>
Subtotal				21,550

REMOVE AND REPLACE SIDEWALK

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>S.F.</u>
No specific locations planned at this time but, may be required during the course of this contract. Assume 5,500SF for bidding purposes.				

NEW TRICKLE CHANNEL

<u>Location</u>	<u>Notes</u>	<u>S.F.</u>
Fox Glen Channel	4" thick, 4' wide 1:12 slope each side	<u>3,000</u>
Subtotal		3,000

**PROPOSAL FORM
CITY OF FARMINGTON, MISSOURI**

PROPOSAL OF:

(Name of Company)

(Address)

The bidder hereby agrees to perform the work in accordance with the specifications, provide insurance as specified, and understands the quantities of work may be increased or decreased at the option of the City. Please place bid for all items.

**REMOVE AND REPLACE
CONCRETE CURB:**

\$ _____ (per linear foot)

REMOVE AND REPLACE 4" THICK

\$ _____ (per square foot)

REMOVE AND REPLACE 6" THICK

\$ _____ (per square foot)

ASPHALT CUT-IN REPAIR 6" THICK

\$ _____ (per square foot)

REMOVE AND REPLACE STAIRS

\$ _____ (per square foot)

OVER DIG:

Anything over 12"

\$ _____ (per cubic yard)

**NEW CONCRETE CURB
AND GUTTER:**

\$ _____ (per linear foot)

NEW 4" THICK SIDEWALK

\$ _____ (per square foot)

NEW 6" THICK SIDEWALK

\$ _____ (per square foot)

NEW STAIRS

\$ _____ (per square foot)

NEW TRICKLE CHANNEL

\$ _____ (per square foot)

(Signature)

(Title)

(Date)

(Seal, if Bid is by a corporation)



**STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR
FOR PUBLIC WORKS PROJECTS**

**2017 NEW CONCRETE CURB & GUTTER AND SIDEWALK
and/or
2017 REPAIR AND REPLACEMENT OF CONCRETE CURB &
GUTTER AND SIDEWALK**

THIS AGREEMENT made and entered into by and between the City of Farmington, Missouri, a municipal corporation, hereinafter referred to as the CITY, and _____, hereinafter referred to as the CONTRACTOR.

1.00 DEFINITIONS

1.01 Project

The project shall be defined as the work to be performed, including but not limited to the labor and/or materials as set forth in the Notice to Bidders, Instructions to Bidders, Bid Submittal, and Engineering Drawings and Specifications.

1.02 Specifications

The specifications shall be defined as Engineering Drawings, Instructions to Bidders and Specifications. The Specifications are incorporated as a part of this agreement by reference as fully as if the documents defined as the Specifications were set forth herein verbatim.

1.03 Working Days

Working days shall be defined as weekdays, which are not Federal Holidays.

2.00 GENERAL CONDITIONS

The Contractor agrees to provide all labor and/or materials as set forth in the Specifications and to complete the Project within the time period specified by the contract documents. **A copy of the Contractor's bid is attached to this Contract.**

That in consideration of the Contractor's providing said labor and materials the City shall pay the Contractor per unit or lump sum as defined in the attached bid submittal. In the event there is a discrepancy between this document and the bid submittal, this document shall govern.

3.00 PROGRESS PAYMENTS

Payments shall be made as follows:

- 3.01 The City shall make progress payments on the 1st and 15th of each month based on Applications for Payment made by the Contractor.
- 3.02 Each Application shall be based on a percentage of the work completed or if the contract is for a unit price the number of units completed on the date of the submittal.
- 3.03 The City shall pay the Contractor for each Project substantially completed (for example, Jefferson from College to Murphy), based upon the unit prices provided and number of units completed, without withholding retainage.
- 3.04 The portion of the project substantially completed shall be determined in the sole discretion of the City Administrator or his designee.

4.00 COMMENCEMENT AND COMPLETION OF WORK (OMITTED)

5.00 MITIGATED DAMAGES (OMITTED)

6.00 LIABILITY INSURANCE

- 6.01 The Contractor shall be required to furnish Public Liability and Property Damage Insurance with coverage to name and protect the City and the Contractor from all claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from work performed under this agreement, whether such claim be a result of actions by the Contractor or any sub-contractor performing work under this agreement. The insurance policy shall be not less than \$500,000 personal injury per occurrence and not less than \$500,000 aggregate property damage.
- 6.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

“The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued”.

- 6.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor

shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to maintain insurance coverage.

7.00 WORKER'S COMPENSATION INSURANCE

7.01 The Contractor shall be required to provide proof of Worker's Compensation Insurance and maintain said insurance during the performance of the work prescribed in this agreement. The Contractor shall be further required to provide proof of Worker's Compensation Insurance for all sub-contractors performing work under this agreement.

7.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

"The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued".

7.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to maintain Worker's Compensation Insurance coverage.

8.00 COMPLIANCE WITH PREVAILING WAGE

The Contractor shall pay wages not less than the prevailing wage for the type of work performed under this agreement as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. The Contractor further agrees to comply with Prevailing Wage Laws as prescribed in Section 290.290 RSMo, and to ensure compliance with the aforementioned statutes by all sub-contractors performing work under this agreement. The Contractor will pay the City as and for liquidated damages, one-hundred dollars (\$100.00) per day, or portion of day, if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.

9.00 PERFORMANCE BOND

If the quote for this work exceeds \$25,000, the Contractor shall submit, upon execution of this agreement, a Performance and Payment Bond for the full amount of the contract for the work to be performed under this agreement.

10.00 QUALITY OF WORK

In the event that the City determines that the Contractor's work is not to specifications, or the work cannot be reasonably completed by the Contractor during the period specified, the City may at its option provide the Contractor ten (10) days written notice to remedy said default. In the event that the Contractor has not rectified said default within said ten (10) days, the City may at its option terminate this agreement.

In the event of said termination, the City may at its option employ another contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to perform.

11.00 GUARANTEE

The Contractor hereby expressly guarantees the work performed under this agreement as to workmanship and conformance to the specifications provided. Upon notification by the owner the Contractor shall make any and all necessary replacements at his own expense to the satisfaction of the City within ten (10) days, or within a time acceptable to the City. If the Contractor fails to proceed with such corrective action as specified by the City, the City may at its option employ another contractor to take such corrective action, and to charge the cost thereof to the Contractor.

12.00 ACCEPTANCE AND FINAL PAYMENT

12.01 Final Inspection

When the work performed under this agreement has been fully completed in accordance with the specifications provided a final inspection shall be made by the City and any defects arising out of said inspections shall be remedied by the Contractor.

12.02 Retainage (OMITTED)

12.03 Final Payment

Final payment and acceptance of such payment by the Contractor shall release the City from all claims of any liabilities of the Contractor under this agreement, except that the Contractor shall not be released from liability for defects resulting from unacceptable workmanship or failure to follow specifications, where said defects are not readily ascertainable by the City upon final inspection. The Contractor shall submit at least monthly throughout the construction sequence lien waivers and certified payroll certificates. Prior to the final

payment, at the end of the construction season, the Contractor shall submit an affidavit of compliance with the prevailing wage laws.

13.00 RECOVERY OF DAMAGES

In the event the City is required to file suit for damages as a result of breach of contract by the Contractor, then the City shall be entitled to collect reasonable attorney fees, costs of litigation, and Court costs from Contractor.

14.00 UNAUTHORIZED ALIEN AFFIDAVIT AND E-VERIFY

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state to a business entity (contractor), the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized illegal alien in connection with the contracted services, per RSMO 285.530. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required to the state and any political subdivision of the state with which it contracts, on an annual basis. Prior to the award of the bid, the selected contractor must complete and have notarized the attached "Affidavit of Work Authorization - City of Farmington Public Works Projects" and return it to the Director of Public Works.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

15.00 Health and Safety of Employees

In accordance with RSMO 292.675 any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA of a similar program which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded twenty days to produce such documentation before being subject to removal from the project.

16.00 Builder's Risk Insurance

During the term of this contract, Contractor shall maintain in full force and effect, at its own expense, Builders' Risk Fire and Extended Coverage Insurance covering contractor's materials, fixtures and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, by reason of fire, wind, theft and vandalism in an amount equal to one hundred percent (100%) of the full contract price. The policy shall name both the Contractor and the City as insureds and the proceeds of the policy shall be payable to the Contractor and the City, as their interests appear.

A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

"The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued".

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE _____
DAY OF _____, 2017.

CITY OF FARMINGTON:

CONTRACTOR:

Stuart "Mit" Landrum, Mayor

Signature

Date

Date

ATTEST:

APPROVED AS TO FORM:

Paula Cartee, City Clerk

Scott Reid, City Attorney