

THE CITY OF ARNOLD, MISSOURI
REQUEST FOR BID
FOR
FERD B. LANG PARK
ASPHALT OVERLAY AND SEALING

SEPTEMBER 2017

INFORMATION FOR SUBMITTERS

I. Bid Request

The City of Arnold is soliciting bids for FERD B. LANG PARK ASPHALT OVERLAY AND SEAL at 1820 Old Lemay Ferry Road City of Arnold, Missouri.

Notice is hereby given that sealed bids for **FERD B. LANG PARK ASPHALT OVERLAY AND SEALING** will be received by the City Clerk at Arnold City Hall, 2101 Jeffco Blvd, Arnold, MO 63010 until 10:00 a.m., Tuesday, October 10, 2017, at which time the bids will be publicly opened and read. Bids (original and 2 copies) must be submitted in a sealed envelope marked "**FBL PARK ASPHALT**" in the lower left corner. No faxed or e-mailed bids will be accepted.

Specifications and bid documents are available for pickup on or after Friday, September 22, 2017, by contacting Ray Dornseif, Park Maintenance Superintendent, Arnold Parks & Recreation, at (636) 236-0875 or on the City's website at www.arnoldmo.org.

All bids shall be made in duplicate on the printed forms found in the contract documents. Each bid must be accompanied by a certified check, cashier's check, or bid bond, payable to the City of Arnold, Missouri, in the amount of ten (10%) of the amount of the bid as a guarantee that the successful bidder or bidders will enter into a contract and furnish performance and payment bonds in the full amount of the Contract within ten (10) days after the award is made.

The City of Arnold reserves the right to reject any and all bids and to negotiate any particulars in the bids received. The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City. The City reserves the right to waive any informalities in the bids received, and to accept the bid that in its judgment will be in the best interest of the City of Arnold, regardless of the price placement of that bid.

II. Contact Person

Questions relating to this document may be addressed to:

Ray Dornseif, Parks Maintenance Superintendent
Arnold Parks & Recreation
1695 Old Missouri State Road
Arnold, MO 63010
(636) 236-0875

Questions will be accepted until October 2, 2017. Submitters should have no contact with other department personnel except as specifically authorized by person listed.

III. Interpretation of Documents

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request, or finds discrepancies in, or omissions from the specifications, he may submit to the City a written request for an interpretation or correction thereof. Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City and posted on www.arnoldmo.org.

IV. Addenda

Any addenda issued by the City prior to the scheduled time of opening the Bids and posted on www.arnoldmo.org, shall be covered in the Bid and shall be made a part of any contract. The City will not be required to mail addenda to any potential bidder. It is the responsibility of each firm to review www.arnoldmo.org for any addenda prior to submitting their responses. The City will not be responsible for any other explanation or interpretation of the Request.

V. Withdrawal of Bids

Any person or firm may withdraw their bid by written request at any time prior to the scheduled time for the opening of the bids.

VI. Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of this request. The bidder shall be responsible for costs incurred in the bid preparation and delivery.

Neither the distribution of this RFB nor acceptance of any response should be constructed as creating a contractual obligation between Arnold and any firm. Arnold does not authorize and will not be responsible for any expense or charge associated with providing a response to this Request for Bid.

Your bid must remain valid for at least 90 days after the submittal date.

VII. Content of Bid

The bid shall include, in addition to any response forms enclosed, the following data:

- a. Company introduction
- b. Detailed description of any proposed modifications
- c. Exceptions to specification items, if any
- d. Estimated start and completion time

- e. List of user references
- f. Completed Bid Form
- g. Exhibit B – Affidavit of Work Authorization

VIII. Evaluation Process

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining bids.

The City may request additional information from the finalists. The City shall not be responsible for any costs incurred by the bidder in the presentation of this information.

The City will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the City by providing appropriate information.

The primary evaluation criteria shall be the overall benefit/cost as perceived by the City. The City shall consider many factors, including the following (which are not in any specific sequence).

- a. The needs of the City
- b. Product features
- c. Bidder qualifications
- d. Cost of product and delivery

IX. Schedule

After reviewing the bids received, staff will forward their recommendation for approval by the City Council at an October or November 2017 meeting. This project will be pursued such that delivery will be complete within 30 days of award.

X. Divisibility

Unless the bidder specifies otherwise, the City shall assume that a bid is divisible.

XI. Requirements

The City has established certain requirements as specified in the Request. None of the requirements are designed to give any bidder an advantage or disadvantage in the bid process. Bidders are encouraged to submit bids even if the bid does not meet the requirements as stated. However, the bid must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material.

XII. Compliance

It is the responsibility of the successful bidder to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

290.210 et seq. RSMo. Prevailing Wage
292.675 RSMo. OSHA Training
290.550 et seq. RSMo. Excessive Unemployment
34.353 et seq. RSMo. American Products

The above list of statutes is not intended to be exhaustive. The compliance requirement of this provision is continuing and must be satisfied during the entirety of the bid process and any future Agreement. It is the sole responsibility of the successful bidder to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply.

XIII. Scope of Services

Qualified providers shall submit a Bid to provide **ASPHALT OVERLAY AND SEALING** at **FERD B. LANG PARK** as described in this for this bid.

Scope of Work

Area #1 – Sealing of existing Asphalt. Area is approximately 3,775 sq. yds.

- Asphalt to be cleaned of dirt and debris prior to sealing
- Cracks ¼" or larger to be filled with hot pour crack filler
- Apply two coats of MAC 52 Sealer with a minimum of 2 lbs. sand per gallon or equal to the pavement
- First coat to be applied by squeegee at the rate of .12-.15 gal/sq. yd.
- Second coat can be sprayed at the rate of .10 - .12 gal/sq. yd.
- Remove all parking stones prior to sealing
- Replace all parking stones after completion of sealing
- Stripe all parking lots/drive lanes/walking lanes per existing layout
- Clean-up, remove and properly dispose of spoils

Area #2 – 2" of Asphalt Overlay. Area is approximately 4,800 sq. yd.

- All asphalt to be overlaid will be cleaned of dirt and debris prior to paving.
- Mill all butt joints and transitions to match grade and existing concrete
- Apply tack coat at the rate of .10 gal/sq. yd.
- Machine lay MODOT approved BP-1 mix and compact per industry typical standards to achieve a 2" compacted overlay
- Remove all parking stones prior to overlay
- Replace all parking stones after overlay
- Stripe all parking lots, drive lanes and walking lanes per existing layout
- Clean up, remove and properly dispose of spoils

Area #3 – Asphalt of new walking trail. Area is approximately 2,380 Lin. Ft.

- Asphalt will be 2.5" after compaction
- 6' Wide Walking Trail
- Grade, level and compact existing rock base prior to paving
- Tamp all edges for smooth transition

Contractor must include amounts in their bid for the following pavement repairs. These pavement repairs will need to be completed prior to above items being started. The unit prices will be used for additional areas needed to be repaired or could also be deducted from bid if quantity measured in the field is less than the specified quantity. Areas to be repaired will be marked in the field by a representative from both the City of Arnold and the contractor after contract is awarded.

The specifics in the bid will be completed by contractor as follows:

- Asphalt curb remove/replace 200 LF at ____ per LF
- Full depth removal/replace 8" Rock/4" Asphalt 100 sq. yd. at ____ per sq. yd.
- Mill 3" and replace with 3" Asphalt 100 sq. yd. at ____ per sq. yd.
(Exhibit A - Bid Form will include these three bullets for completion)

Alternative Proposal Criteria will be accepted with written prior approval from the City of Arnold. Verification documentation required.

XIV. Insurance

The insurance certificate specifications shall meet the following minimum credentials:

A. Workers Compensation/Coverage A	Statutory
B. General Aggregate	\$2,000,000
C. Products-Comp/Op Aggregate	\$1,000,000
D. Personal & Adv Aggregate	\$1,000,000
E. Each Occurrence	\$1,000,000
F. Fire Damage	\$ 50,000
G. Medical Expense	\$ 5,000

The successful contractor must provide a Certificate of Insurance and Endorsement satisfactory to the City naming the City of Arnold as additional insured. This Certificate shall remain enforce for the length of the contact. The City shall be given thirty (30) days written notification prior to cancellation.

XV. Work Authorization and Documentation

Effective January 1, 2009, pursuant to 285.530 RSMo, for any bid in excess of \$5,000, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

Submitting a completed, notarized copy of Exhibit B, Affidavit of Work Authorization and returning with bid documents and upon contract award, providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

EXHIBIT A
BID FORM

ASPHALT OVERLAY/SEALING FERD B. LANG PARK, ARNOLD, MO.

Please fill out this cost response form so that the City may accurately compare different bids without having to interpret vendor's cost presentations. If desired, attach additional cost data, including itemizations.

Company Name: _____

Date: _____

City of Arnold
2101 Jeffco Boulevard
Arnold, Missouri 63010

Mayor and City Council Members:

In accordance with the advertisement inviting Bids for **ASPHALT OVERLAY/SEALING FERD B. LANG PARK** for the City of Arnold, subject to the conditions and requirements of the General Conditions of the contract, the Special Conditions of the Contract and the Product Specifications which so far as they relate to the Bid, are made a part of it, the undersigned herewith proposes to begin the specified work within ten (10) days after receipt of notice to proceed, for the following unit prices:

AREA #1	\$
AREA #2	\$
AREA #3	\$
Pavement Repairs/Unit Pricing	
Asphalt curb remove/replace 200 LF at _____ per LF	Total (LF x 200) = \$
Full depth removal/replace 8" Rock/4" Asphalt 100 sq. yd. at _____ per sq. yd.	Total (SY x 100) = \$
Mill 3" and replace with 3" Asphalt 100 sq. yd. at _____ per sq. yd.	Total (SY x 100) = \$
TOTAL BID	\$

SIGNATURES ON NEXT PAGE

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to delete areas, prior to the notice to proceed.

The Undersigned understands that items incidental to the project including but not limited to any final cleanup and disposals are included in the above costs.

The undersigned has examined the Specifications for, and the location of, the project and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

NAME OF BUSINESS _____

(If an Individual)

SIGNATURE OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If Co-Partnership)

FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)

CORPORATE NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

Exhibit B
Affidavit of Work Authorization

Comes now _____ (name) as _____ (office held) first being duly sworn, on my oath, affirm _____ (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to **Asphalt Overlay and Seal at Ferd B. Lang Park** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that _____ (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Asphalt Overlay and Seal at Ferd B. Lang Park** for City of Arnold.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature Printed Name

Title Date

Subscribed and sworn to before me the ____ day of _____. I am commissioned as a notary public within the county of _____, State of _____, and my commission expires on _____.

Signature of Notary Date

Exhibit C
Contract Agreement

THIS AGREEMENT, made and concluded this _____ day of _____ 2016, by and between _____, hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall furnish all materials and everything necessary to perform, in accordance with the Specifications and terms of this Contract, the work of providing Asphalt Overlay and Seal at Ferd B. Lang Park for the City of Arnold, Missouri.

Article 2. TIME OF COMPLETION:

Work must begin within thirty (30) days after written notice to proceed shall have been given to the Contractor and shall be carried on at a rate to secure its full completion within ten (10) working days excluding commissioning.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed \$ _____ subject to additions and deductions provided herein.

Article 4. PAYMENTS TO CONTRACTOR:

At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the Owner a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Owner may reasonably require. If required, certified payrolls must accompany each partial payment request. The Owner will, within ten (10) days after receipt of each partial payment estimate, either submit it to Council for approval of payment, or return the partial payment estimate to the Contractor indicating in writing its reasons for

refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments. Submission of an executed project completion endorsement is required with final payment request.

- a. No payment shall be made for materials delivered or stored on the site.
- b. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the Owner shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the Owner and receipt of final endorsement, final payment shall be made based on the price stated in Article 3.
- c. From the final payment shall be retained all monies expended by the Owner according to the terms of this Contract, and there under chargeable to the Contractor, all monies payable to the Owner, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.
- d. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance and endorsement in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the Owner with satisfactory proof of carriage of the insurance required along with applicable endorsement before notice to proceed is given. Submission of an executed project completion endorsement is required with final payment request.

Article 7. PREVAILING WAGES:

This Contract shall be based upon the payment by the Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or type of workers engaged on the work. Prevailing wage rates shall be as determined by the United States Department of Labor and the Industrial Commission of Missouri. In case of conflict, the wages paid by the Contractor shall be not less than the higher of the prevailing wage determinations.

In compliance with the Prevailing Wage Law, as Amended in Sections 290.210 to 290.340 inclusive, Revised Statutes of Missouri, 1986, not less than the prevailing hourly rate of wages shall be paid to all workers performing work under this Contract, Section 290.250. The Contractor shall forfeit to the City Ten Dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under said Contract, by him or any subcontractor under him.

Article 8. STATUTORY AND REGULATORY COMPLIANCE:

In addition to the Prevailing Wage Law compliance obligation referenced above, it is the responsibility of the Contractor to ensure compliance with all federal, state

and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

292.675 RSMo. OSHA Training.

290.550 et seq. –580 RSMo. Excessive Unemployment.

34.353 et seq. RSMo. American Products.

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 9. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. ____, ____, ____, and ____, and the Bid, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor

Contractor Address

By: _____
Ron Counts, Mayor

By: _____
(Signature)

(Title)

ATTEST:

By: _____
Tammi Casey, City Clerk

By: _____
(Signature)

Date

(Title)

Date

(SEAL)

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney