REQUEST FOR BIDS

GENERAL REQUIREMENTS & CONSTRUCTION SPECIFICATIONS

FOR

CITY OF ARNOLD

JEFFERSON COUNTY, MISSOURI

OLD LEMAY FERRY ROAD – STREET SECTION RE-STRIPING

PROJECT

2017 SPRING / SUMMER

CITY OF ARNOLD

2101 JEFFCO BLVD.

ARNOLD, MISSOURI 63010

City of Arnold
ADVERTISEMENT FOR BIDS
OLD LEMAY FERRY ROAD – STREET SECTION RE-STRIPING
PROJECT

Notice is hereby given that sealed bids for the **Old Lemay Ferry Road – Street Section Re-Striping** Project will be received by the City Clerk City Hall, 2101 Jeffco. Blvd., Arnold, Missouri 63010, until 10:00 a.m., Tuesday, March 28, 2017, at which time the bids will be publicly opened and read. Bids (original and 1 copy) must be submitted in a sealed envelope marked **"OLF Re-Striping"** in the lower left corner.

Specifications and bid documents are available for pickup on or after Friday, March 3, 2017 at the Public Works Department, 2900 Arnold Tenbrook Rd., Arnold, Missouri, or by calling the Public Works Department Office at (636) 282-2386 or on the City's website at www.arnoldmo.org.

A voluntary pre-bid meeting is scheduled for 10:00 a.m., Tuesday, March 21, 2017 at the Public Works Office, 2900 Arnold Tenbrook Road, Arnold, Missouri, for interested contractors. The purpose of the meeting is to review the project, respond to questions and address concerns from the contractors.

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 the full amount of the Contract within ten (10) days after the award is made.

The City of Arnold hereby reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be for the best interest of the City of Arnold, Missouri.

By Order Of
Tammi Casey, City Clerk

GENERAL REQUIREMENTS

1. PREPARATION OF BIDS

A. Bids must be made in duplicate upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with amounts extended and totaled, and no changed shall be made in phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amount shall govern. Any bid may be deemed non-responsive which contains any omissions, erasures, alterations, additions, irregularities, of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid forms, or in which any of the prices are obviously unbalanced.

B. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or a corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be signed by all authorized partners; if made by a corporation, it must be signed by an authorized officer thereof with a certification of authorization attached to the bid.

2. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, material and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. All bidders shall be responsible for familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations, should be directed to Ed Blattner, P.E., Public Works Director at 636-282-2386 or Charlie Allen, Street Superintendent at 636-282-6651 prior to March 22, 2017.

3. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Director of Public Works, the Contractor shall remove all of his equipment, tools, and supplies from the property of the City (also referred to herein as the “Owner”). Should the Contractor fail to remove such equipment, tools, and supplies; the Owner shall have the right to remove them, at the expense of the Contractor.

4. EXTENSION OF CONTRACT TIME

A. A delay beyond the Contractor's control occasioned by an Act of God, or act of omission on the part of the Owner, by strikes, lockouts, fire, flood, tornado, earthquake, or other cause beyond the reasonable control of Contractor, may entitle the Contractor to an extension of time in which to complete the work as determined by the Director of Public Works, provided, however, that the Contractor shall immediately give substantiated written notice to the Director of Public Works on the cause of such delay.

B. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by the City, the General Requirements, Drawings, specifications, and all Addenda (if any) issued prior to and all modifications issued after execution of the Contract Agreement.

5. LIQUIDATED DAMAGES

A. The Contractor shall commence work promptly in accordance with these specifications. Contractor shall prosecute the work vigorously and diligently so as to insure completion within the time stipulated in the Contract.

B. If, in the opinion of the Contractor, he is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changed in the work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, earthquake, or any other cause beyond the reasonable control of the contractor, he shall, within ten (10) consecutive days from the start of such delay, enter a written claim to the Director of Public Works that such delay occurred and his substantiation for such claim.

C. Time is expressly declared to be of the essence in completion of work covered by the Contract Documents. It is agreed that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the accepted contract for each calendar day, except Sundays and Holidays, after date specified for completion of the project that the entire work is not substantially completed.

D. The term "substantially complete" as used herein shall be construed to mean the completion of the entire work in strict accordance with all requirements of the drawings and specifications except minor items which, in the opinion of the Director of Public Works, will not interfere with the complete and satisfactory use of the facilities.

E. Liquidated damages or any matter related thereto shall not relieve the Contractor or his Surety of any responsibility obligation under this Contract.

F. Act of God means an earthquake, flood, tornado, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

6. BID SECURITY

A. Each bid must be accompanied by a deposit of not less than ten (10%) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, a cashier's check or a bid bond payable to the Owner. Within ten (10) days after the formal opening of bids, all checks or bid bonds will be returned, except those deposited by the three (3) lowest formal bidders. The remaining checks or bid bonds, with the exception of the bid security of the successful bidder, will be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The bid security of the successful bidder will be returned to him, without interest, when construction contract is executed and satisfactory performance bond is delivered to the Owner.

B. Should the successful bidder fail or refuse to execute the bond and the contract required within ten (10) days after he has received notice of the acceptance of his bid, he shall forfeit to the Owner, as liquidated damages for such failure to refuse, the security deposited with his bid.

7. SECURITY FOR FAITHFUL PERFORMANCE

A. Pursuant to Section 107.170 RSMo., and simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred (100%) percent of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the forms of bond substantially similar to those attached hereto and having a surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri.

B. If the Contractor is a partnership, the bond shall be signed by all of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporation name by the duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract. Each executed bond shall be accompanied by (a) an appropriate acknowledgment of the respective parties, (b) an appropriate duly certified copy of Power-of-Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of the Contractor or surety, (c) a duly certified extract from the By-Laws or Resolutions of Surety under which Power-of-

Attorney or other certificate of authority of its agent, officer, or representative was issued, and (d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.

8. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along an adjacent to the easements and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, fences, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. All costs for the repairs or replacement of public and private property for utilities damaged by the construction pertains shall be the responsibility of the Contractor.

9. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, and red lights and shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction. Suitable warning signs shall be so placed an illuminated at night so as to show, in advance, where construction barricades or materials exist.

10. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Director of Public Works. No road or street shall be closed to the public except with the permission of the Director of Public Works and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Public Works Director and as permitted by law.

11. RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents or shall

have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

(1) Replacement of survey bench marks, reference points and stakes provided by the Owner.
(2) Lands used by Contractor, except those lands furnished by the Owner.
(3) Performance Bond.
(4) Royalties.
(5) Permits and Licenses.

12. MATERIALS, APPLIANCES, UTILITIES, EMPLOYEES

Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, install and pay for material, devices, mechanisms, equipment, labor, water, heat, light, electric power, transportation services, applicable taxes of every nature, permit fees, and all other facilities necessary for the proper execution, completion and testing of the work and equipment.

13. INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

A. INSURANCE: The Contractor shall obtain and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the State of Missouri as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations and under this Contract. Any such insurance policy shall name the Owner as an additional named insured. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten (10) days written notice to the Owner of an intention to cancel. The amounts of such insurance shall be as indicated below:

(This certificate of insurance shall indicate the City of Arnold as additional insured and contain signed endorsements as required by the City)

(1) Workmen's Compensation and Employer's Liability Insurance:

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by State where the work is located.

(2) Public Liability, Bodily Injury, and Property Damage:

a. Injury or death of one person $1,000,000

b. Injury to more than one person in a single accident $2,000,000
c. Property Damage $1,000,000

(3) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

a. Injury or death of one person $1,000,000
b. Injury to more than one person in a single accident $2,000,000
c. Property Damage $1,000,000

(4) If the City determines appropriate a certificate of insurance must be filed with the City providing builders risk insurance for the proposed project.

(5) If the Contractor maintains higher limits than the minimum required above, the Contractor is required to provide the City coverage for the higher limits maintained by the Contractor.

B. INDEMNITY: The Contractor shall indemnify and save harmless City and its officers and agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

C. No provision of this agreement shall constitute a waiver of City's right to assert a defense basis on sovereign immunity, official immunity of any other immunity available under law.

14. MEASUREMENTS AND PAYMENT

The Contractor may periodically submit, but not more than once each month, a request for payment for work done. The Contractor shall furnish the Director of Public Works all reasonable documentation required for obtaining the necessary information relative to the progress and execution of work, including, but not limited to, certified weight tickets for all materials delivered and used on the job. The payment shall be based on the quantities actually completed, less five (5%) percent to be retained until final completion acceptance of the work and less previous payments. The Owner shall take action within thirty (30) days from the date of approval of a request for payment by the Director of Public Works, all in accordance with the Prompt Payment Act (Section 34.057 RSMo).

15. WAGES

The Contractor shall pay the prevailing wage rates for all labor as established by the State of Missouri for the Jefferson County area. In no case will less than

minimum wage be paid to anyone working on the construction project. A partial copy of the prevailing wage law is included in the bid specifications. It will be necessary for the Contractor to summit an affidavit to the City to verify compliance with the law. The City also reserves the right to request the Contractor show proof of wage law compliance at any time during the project, all in accordance with the Prevailing Wage Law (Section 290.210 RSMo.) The contractor shall forfeit a penalty to the City of $100 per day for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor.

16. NON-COLLUSION FORM

All bidders shall sign non-collusion form attached to the bid form, have same notarized, and returned with the bid form.

17. SUBCONTRACTORS

If the successful bidder intends to use a subcontractor(s) for any portion of the work, the successful bidder shall submit a written notice to the City and receive approval for use of the subcontractor(s) prior to commencing work.

18. FINAL PAY AFFIDAVIT

Upon completion of all work, the successful bidder shall submit a final pay affidavit, provided by the City and lien waivers for all work from all suppliers and subcontractors. The successful bidder shall also submit a certified copy of the payroll in accordance with the Prevailing Wage Rates and Missouri Work Authorization Affidavits for the period from the date the Notice to Proceed is issued through the completion of the project.

19. FEDERAL WORK AUTHORIZATION AFFIDAVIT

Pursuant to Section 285-530 RSMo, Contractor shall provide the City with a sworn Affidavit affirming its enrollment and participation in a Federal work authorization program.

20. SAFETY TRAINING AFFIDAVIT

Pursuant to Section 292.675 RSMo., Contractor and its subcontractors shall provide the City proof that all on-site project employees have completed a ten (10) hour course in OSHA approved construction safety and health training, such proof to be provided within 60 days of the date project work commences.

21. FAILURE TO PROVIDE SAFETY TRAINING

Pursuant to Section 292-675 RSMo, Contractor shall forfeit to the City, as a penalty, $2,500 plus $100 for each on-site employee of Contractor or its subcontractors, for each calendar day, or portion thereof, such on-site employee is employed without the safety training required under Paragraph 20 above.

22. PROOF OF LAWFUL PRESENCE

Bidders on Public Works contracts are considered applicants for a public benefit and, therefore, the Contractor must comply with the laws of the State of Missouri. Affirmative proof of lawful presence can be established by the Contractor providing a copy of a Missouri driver's license, any document evidence recognized by the Department of Revenue, or any document issued by the Federal government that confirms lawful presence in the United States. A copy of such documentation shall accompany the Contractor's bid.

23. PURCHASE OF AMERICAN PRODUCTS

RSMo Section 34.353 requires each contract made by a public agency for construction, alteration, repair or maintenance of any Public Works shall require any manufactured goods or commodities used or supplied in the performance of this project contract shall be manufactured or produced in the United States.

The Contractor shall provide the City with an affidavit to confirm compliance with Missouri law.

24. WASTE

Surplus street and sewer excavation and waste materials resulting from the work shall be disposed of in accordance with the St. Louis County or Jefferson County Waste Management Code. The Contractor shall comply with the following requirements in securing waste areas for disposal on non-contaminated earth and rock excavation.

(1) The site shall not be in a flood plain.
(2) Letters of permission and release are required from the affected property owner or owners.
(3) Precautions shall be taken to insure that surface water or storm culvert drainage is not interrupted.
(4) The waste disposal area shall be maintained in a proper manner and meet all the environmental requirements which may be applicable by the governing jurisdiction.
(5) Erosion control measures shall be instituted as required.

The Contractor will be required to procure from the proper authorities all permits which may be required to haul over public or private streets and any hauling operations of Contractor shall be subject to the requirements of such permits and other applicable City regulations and ordinances.

25. MATERIAL BUYOUT

The Owner reserves the right to benefit from its tax-exempt status from Missouri sales tax by paying for some of the building materials and equipment direct. The Contractor shall cooperate fully to help the City realize this benefit. The Owner will let the Contractor know which materials and equipment it wishes to pay for directly and the Contractor shall credit the Owner's contract price a sum equal to the price paid for the subject material or equipment plus the full amount of the sales tax that would normally be due on the subject item. The City shall provide a Missouri Project Exemption Certificate upon request.

26. AMERICAN DISABILITIES ACT (ADA)

The Contractor shall comply with the current ADA requirements. (For ADA compliance consultation, refer to the Americans with Disabilities Act Accessibility Guidelines [ADAAG].) Relay Missouri phone number 1-800-735-2966 TDD; add a (v) behind your phone number.

27. 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, 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 a copy of such Addendum will be mailed to each person who received a Request for Bids by mail. The City will not be required to mail addenda to those persons who retrieved the Request for Bids from the City's website. It is the responsibility of these contractors 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.

28. SELECTION CRITERIA

Awards shall be determined by and be based upon the best proposal, which, in the discretion of the department head and/or City Council, is the proposal that most adequately meets the needs of the City, officer, department, or using agency at the lowest price. In determining the best proposal, in addition to price, the department head may consider:

A. Quality, availability and functional or other suitability of the personal property, or contractual services to the particular use intended.

B. Other factors, including, but not limited to, the following:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
(2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(4) The quality of performance of previous contracts or services.
(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
(7) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
(8) The number and scope of conditions attached to the bid.

C. Whether the bidder is in default on the payment of taxes, licenses or other moneys due to the City. This factor alone shall justify disqualification.

D. When, in response to a bid proposal issued by the City, two (2) or more proposals meets the City's bid specifications / requirements and are deemed sufficiently equal, a local bid preference shall be given to businesses located with the corporate limits of the City if the bid presented by said business is within five (5) percent of the lowest qualifying bid.

29. CONTRACT TIME:

This project shall be completed in 30 calendar days from the time the notice to proceed (NTP) is issued.

30. HOLD HARMLESS AGREEMENT:

Hold Harmless Agreement must be completed by the Contractor (form enclosed).

INFORMATION FOR BIDDERS

1. The work and materials to be furnished shall conform with the following specifications which are to be used in conjunction with the current edition of the Missouri Standard Specifications for Highway Construction the Manual Uniform Traffic Control Devices (MUTCD) and the applicable ordinances of the City of Arnold. Any exceptions to those specifications must be submitted in writing and included with the bid form.

2. The contractor shall inspect the section of Old Lemay Ferry where the striping work is to be done. The street striping work shall not be undertaken on rainy days or when the air temperature is below 50 degrees Fahrenheit. Pavement surface must be clean and dry. All work shall be completed within 30 calendar days from the notice to proceed with the work has been issued. All striping work shall be in conformance with the CBB Transportation Engineers-Planners Plans dated 12/10/2016, sheets 1-5.

3. Standard Acrylic Waterborne Pavement Marking Paint colors shall be white and match color chip 37925 of Federal Standard 595b or approved equal. For yellow the color shall closely match color chip 33538 of Federal Standard 595b or approved equal.

4. Paint shall be applied to a minimum wet thickness of 15 mils.

5. Drop-on Glass Beads shall be moisture resistant and shall be used at a minimum rate of 6 pounds & a maximum rate of 8 pounds per gallon of paint unless otherwise specified.

6. Paint marking widths shall be 4 inch, 6 inch, or shall match existing found widths for stop bars, arrows & symbols. Width tolerances shall be within +/- of ¼ inch unless otherwise approved.

7. Contractor shall reference and follow the applicable requirements of section 620-Pavement Marking and Section 1048-Pavement Marking Material of Missouri Standard specifications for Highway Construction.

8. The MoDOT Standard Specifications allow the use of lead and chromium in their paint. The City would prefer if possible, paint without or minimal use of lead and chromium materials.

9. The paint shall dry to a no-tracking condition under traffic within three minutes of application unless otherwise approved. “No-tracking” shall be defined as the time in minutes required for the paint to withstand a vehicle wheel tire passing over the line and marring or tracking the paint.

10. Painting of stop lines, arrows, letters, cross bars, radius island caps, and symbols may be applied by hand using spray paint equipment but must be capable of applying paint evenly to the required thickness.

11. Contractor shall provide all necessary construction temporary paving markings, zones signage, barricades and flagmen in accordance with the standards set forth in the MUTCD.

12. All existing striping must be removed by an accepted industry method of removal such as milling/grinding of the existing paint striping to a depth to sufficiently remove from driver's view. Temporary center line paving marking tape shall be used to maintain proper driving lanes until the permanent striping can occur where necessary.

13. Delays and Extension of Time: If the Contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other contractor employed by the City or by changes ordered in the work, or by strikes, lockouts, fire inclement weather, unusual delaying transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any causes with the Director of Public Works shall decide to justify the delay, then the time of completion shall be extended for such reasonable time the City may decide.

    No such extension shall be made for delay occurring more than three (3) days before claim therefore is made in writing to the Director of Public Works. In the case of a continuing cause of delay, only one (1) claim is necessary.

14. Miscellaneous Work shall be defined but not limited to: construction layout, landfill fees, clean streets, traffic control, insure public safety, contractor's restoration of damage to private and public property, replacement of vandalized work, and all other miscellaneous work as necessary to provide a complete and satisfactory job. Unit prices should reflect this work.

15. All bidders shall be responsible for familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations, should be directed to Ed Blattner, P.E., Public Works Director at 636-282-6650 or Charlie Allen, Streets Superintendent at 636-282-6652.

16. The section of Old Lemay Ferry to be re-striped shall be from Pomme Road to north of Doe Run Drive a centerline distance of approximately 1,300 feet and in accordance to drawing D-1.

17. Existing striping shall be removed by grind milling the paint striping or by approved black paint covering all existing street striping in the designated zone of Old Lemay Ferry per drawing D-1.

STATE OF MISSOURI)
) ss
COUNTY OF _____)

OSHA AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared _____,
(NAME-PRINTED)
_____ of _____,
(POSITION) (NAME OF COMPANY)

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 292.675, Missouri Revised Statutes, pertaining to the 10-hour OSHA construction safety training of workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements. The referenced OSHA training is necessary in carrying out the contract and work in connection with **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT** at the City of Arnold in Jefferson County, Missouri. Said training of all project workmen has been or will be undertaken within 60 days of commencement of construction of the project. The Contractor is to provide to the City copies of OSHA certifications cards of each project workman.

_____
(SIGNATURE)

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Public

My commission expires on:_____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, personally came and appeared

_____, _____ of
(NAME) (POSITION)

_____
(NAME OF COMPANY)

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 290, Sections 290.210 through and including 290.340, Missouri Revised Statues, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _____ issued by the Division of Labor Standards on the _____day of _____ 20___, in carrying out the contract and work in connection with the **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT** located in the City of Arnold in Jefferson County, Missouri, and completed on the _____ day of _____, 20____

_____
(SIGNATURE)

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Public

My commission expires on:_____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me _____ as _____ of _____,
(NAME) (OFFICE HELD) (COMPANY NAME)

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold's **OLD LEMAY FERRY ROAD - STREET SECTION RE-STRIPING PROJECT.**

I also affirm that _____ did not and would not knowingly
(COMPANY NAME)

purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

_____ _____
SIGNATURE (PERSON WITH AUTHORITY) (PRINTED NAME)

_____ _____
(TITLE) (DATE)

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Public

My commission expires on:_____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

FINAL PAY AFFIDAVIT

Know all men by those present that _____,
(OFFICER'S NAME)

of lawful age, being duly sworn upon his oath deposes and says that he _____
(TITLE)

of the _____, the Contractor engaged in the
(COMPANY'S NAME)

construction and improvement of **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT** and that no supplies and/or subcontractors have been used for such construction except those previously approved by the City of Arnold, that all bills for labor and material incident to said project have been paid, that the laws relating to payment of prevailing wage rates have been complied with, that the said project is therefore free from all liens and encumbrances, and all amounts owing contractor have been paid in full. All lien waivers from the contractor and subcontractors are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this _____ day of _____, 20_____.

_____
(FIRM NAME)

By _____

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Public

My commission expires on:_____

NON COLLUSION FORM

_____being duly sworn in oath deposed and states:

I. That in connection with this procurement,

   a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
   b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
   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.

II. The undersigned further states:

   a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
   b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bed herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).

IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

_____
(NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

_____
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:
_____

By _____

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Public

My commission expires on:_____

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 "**OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT"** 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 **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT** for the duration of the contract, if awarded.

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 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

Hold Harmless Agreement

To the fullest extent permitted by law, _____, hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of $1,000,000 each occurrence/$2,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of $1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

_____
CONTRACTOR

_____
DATE

BID PROPOSAL FORM
CITY OF ARNOLD, MISSOURI
OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated _____ __, 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT all required by and in strict conformance with the Bid Specifications and addenda No. _____ to _____inclusive at the unit & lump sum prices listed herein.

NOTE: Each Street Striping work total price will be determined by actual in place field measured quantities. The Contractor and the City shall measure and record quantities jointly to determine the final total cost.

SECTION 1: Removal of Existing Pavement Markings $ _____

SECTION 2:

Four (4) inch Yellow LF Solid Line	1,286 feet	$ _____
Six (6) inch White Solid Line	2,662 feet	$ _____
Twenty-four (24) inch White Pvmt Mk	29 feet	$ _____
Twelve (12) inch White Pvmt Mk	951 feet	$ _____

SECTION 3: Type 2 Preformed marking Tape (Grooved)

Left / Right Arrows (2 each) $ _____

SECTION 4: Provide all MUTCD work zone signage, construction barrels, flagmen & other as required $ _____

SECTION 5: Temporary paving marking tape $ _____

TOTAL COST SECTIONS 1 – 5 $ _____

Special Notes:

Should the Contractor plan to use any subcontractors for the work, list as appropriate below and provide telephone numbers.

_____

_____

_____

Contractor is to provide at least three (3) references (Names and Telephone Numbers)

_____

Name Phone Number

_____

Name Phone Number

_____

Name Phone Number

The Undersigned understands and agrees the quantities shown herein are estimated, that payment shall be made on a unit cost basis.

The Undersigned understands and agrees that the City of Arnold may, at its discretion, elect to add and/or delete quantities, at any time during the contract period.

The Undersigned understands that items incidental to the project including but not limited to mobilization, testing/certification, cleaning and sweeping, traffic control, and final cleanup are included in the above unit costs as well as any other miscellaneous work as required to provide a complete work product.

Suitable bid security in the amount of _____Dollars ($_____) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract with approved securities within ten (10) days after the award of the Contract has been made.

The undersigned has examined the Plans and Specifications and the location of the project and has satisfied self 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 C
Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2017, 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 resolution 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 provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the Street Striping Project in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

Work on the **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT** must begin on _____ and shall be carried on at a rate to secure its full completion by _____. This date may be adjusted by the Director of Public Works as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars ($250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Director of Public Works for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Director of Public Works, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on _____ bid of _____ attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **OLD LEMAY FERRY ROAD-STREET SECTION RE-STRIPING PROJECT**.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a unit cost.

The above unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

a. 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 City 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 City may reasonably require. The City 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 City shall retain five percent (5%) 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.

b. No payment shall be made for materials delivered or stored on the site.

c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City 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 City, final payment shall be made based on the price stated in Article 3.

   From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, 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 City or the City'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 City'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 City 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 City to either the Contractor, his Surety, or any third party. In

paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City 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 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 City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

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:

285.530 RSMo. Work Authorization
292.675 RSMo. OSHA Training.
RSMo. 34.353 et seq. American Products.
290-210 RSMo. Prevailing Wage

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 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. ____, ____, ____, and ____, the Bid, and Bond, 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

By: _____
Ron Counts, Mayor

ATTEST:

By: _____
Tammi Casey, City Clerk

_____
Date

(SEAL)

Contractor: _____
Contractor Address:

_____

_____

_____

By: _____
Signature

_____
Title

By: _____
Signature

_____
Title

_____
Date

_____
Telephone No.

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney