

ST. FRANCOIS COUNTY HIGHWAY DEPARTMENT

NOTICE TO BIDDERS

Separate sealed bids will be received by the St. Francois County Commission until **10:00am on Tuesday, May, 4th, 2021** and publicly opened and read aloud. Bids will be accepted, but Roads will be awarded individually throughout the year, at the discrepancy of the Highway Superintendent or the Highway Administrator. There will be a pre-bid meeting April 21st, 2021, 7:30am at 7331 Raider Rd, Bonne Terre, MO. The specifications and contract documents are available at the following locations:

St. Francois County Highway Department
Attention: Clay Copeland, Superintendent, or John Gross, Highway Administrator
1640 E. Woodlawn Dr.
Farmington, MO 63640

Office: (573) 454-2441

Fax: (573) 747-3014

Email: ccopeland711@gmail.com
johngross041@gmail.com

Scope of Work: Contractor will be responsible for providing the labor, materials, equipment, tools, supplies, employees, drivers and safety training and certification, insurance (including workers' compensation and general liability) for the Work described in this Notice, for the following proposed Work: District 1: Turley Mill- 1.8 miles, Copenhagen Rd.- 1.1 miles, Valley Forge Rd.-2.3 miles, Old Jackson Rd.- 2.5 miles, Busiek Rd.- 4 miles, and Pendleton Rd.- 5.5 miles. District 2: Hillsboro Rd.- 6.5 miles, Hazel Run Rd.- 4 miles, Coffman Rd.- 1.9 miles, and King School Rd.- 4.2 miles.

Wage Rates: The wage rate applicable to this project has been predetermined as required by law. All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Missouri Division of Labor Standards. The Commission has requested and received a wage order from the Division of Labor Standards, which is attached to the Notice as Exhibit A, and incorporated herein by reference.

Anti-Discrimination: The Commission hereby notifies all bidders that it affirmatively insures that in any business enterprises will be afforded all opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex age, ancestry, or national origin in consideration for an award.

Bid Submissions: Each bid must be submitted in a sealed envelope, addressed to:

St. Francois County Clerk
Attention: St. Francois County Clerk
1 W. Liberty, Suite 300, Farmington, MO 63640

or it may be hand delivered to said County Clerk's Office. Each envelope containing a bid must be plainly marked on the outside "**Bid for Hot Mix Overlay**" and the envelope should bear on the outside the bidder's name and address.

Proposal must be on forms provided and all unit price bids, extensions and totals thereon shall be completed fully. Bidders should submit the Proposal and Bid Sheet. All other documents do not need to be submitted and may remain with bidders.

The St. Francois County Commission may waive any informalities or minor defects or reject any and all bids, and waive any and all technicalities. Preference will be granted to qualified local bidders.

The time specified for the returning of bids is a firm deadline and all bids must be received at the designated office by that time. All bids arrived at the designated office after the deadline specified will be rejected.

On all bid documents, the bidder must use the firm's name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

Each bid must be accompanied by a certified check or bid bond payable to County of St. Francois, Missouri for five percent (5%) of the total amount of the bid. Certified checks will be returned to the unsuccessful bidders after the contract has been awarded. The check of the successful bidder will be retained until the Contract has been full executed, after which it will be returned.

ST. FRANCOIS COUNTY HIGHWAY DEPARTMENT

Execution of Agreement

The party to whom the Contract is awarded will be required to execute the Agreement within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Agreement, the Owner may consider the bidder in default, in which case the check or bid bond accompanying the proposal shall become the property of the Owner. Upon default by the first low bidder, the award may then be made to the next lowest responsible bidder, or the work may be re-advertised as determined by the County.

The County, upon receipt of an acceptable Certificate of Insurance and Agreement signed by the Contractor, shall within a reasonable period of time sign the Agreement and return to the Contractor an executed duplicate of the Agreement. The County upon signing the Agreement and within a reasonable period of time shall issue the Notice to Proceed.

Insurance

The successful bidder must provide properly executed certificates of insurance prior to signing the contract with the Commission, for the following types of coverage:

Worker's Compensation: Equal to or in excess of limits of Worker's Compensation Laws in the State of Missouri.

Liability Insurance: The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor, and naming the County as an additional insured with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required are for public liability of the Contractor in protecting the County from damage or injury claims. The County shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the County Highway Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the County Highway Administrator may determine to be adequate, and without hereby limits the liability of the Contractor in protecting the County from damage or claim. The County shall be named as an additional insured under General Liability.

The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.

The Contractor shall indemnify and save harmless the County from all suits or action of every name and description brought against the County for or on account of any

personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.

The minimum acceptable coverage in U.S. dollars is tabulated below:

<u>Coverage Item</u>	<u>Public Liability</u>	<u>Property Damage</u>
Each Person Each Occurrence	\$750,000	\$2,500,000
Each Accident Each Occurrence	\$2,500,000	\$2,500,000
Aggregate Each Occurrence	\$2,500,000	\$2,500,000

Certificates of Insurance sent to the County as evidence of insurance shall contain the following statements; and in their absence, the Certificate will not be satisfactory to the County.

- a) The insurance evidenced by this certificate shall not be canceled or allowed to expire or terminate until at least 30 days prior written notice has been given to the County.
- b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury or destruction of wire, conduit pipes, mains, sewers or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating or drilling, or to injury to destruction of property at any time resulting therefrom.
- c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of a structural injury to any buildings or structures due to grading of land, excavation, burrowing filling, backfilling or tunneling.

Permits

The Contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents.

Specifications

Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2011 and all supplemental specifications and will govern the work performed (including testing) where applicable. In all MoDOT Sections, the St. Francois County Highway Administrator or his duly appointed representative will be substituted for Construction and Materials and the Commission.

Immediately prior to the laying of the asphalt, the road to be paved shall be string-lined and marked in order to allow guidance for consistency of width and straight-edge uniformity by the Contractor.

Notice to Proceed

A written Notice to Proceed shall be issued. The Contractor shall complete the work within the time period defined in the Liquidated Damages section.

Communications

One (1) week prior to beginning work, the Contractor shall notify the Highway Administrator or Superintendent of the tentative schedule.

Worker Safety Consideration

In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard. It will be at the St. Francois County Highway Administrator's or Superintendent's discretion as to use flaggers or signage. Cost for the use of flaggers or signage should be included in the bid. The County will not provide flaggers or signage except for a temporary sign on each end of the road to be paved to make citizens aware of the upcoming project.

Additional Services

Additional services, not listed in the contract, may be required during the duration of this contract. A unit price will be negotiated and agreed to before additional services are started. If Contractor is unable to perform additional services, the County reserves the right to use other contractors.

Additional Equipment

If additional equipment is required, an hourly price will be negotiated and agreed to. If no agreement is reached, the Federal Emergency Management Agency (FEMA) established hourly rates will be used. If the piece of equipment is not listed, the next closest piece of equipment will be used.

Retainage

The County shall hold, until all work is satisfactorily completed, retainage in an amount not to exceed five percent (5%) of the value of the Agreement, except if the cost is not estimated to exceed \$50,000, the County may hold retainage in an amount not to exceed ten percent (10%).

Payment

All invoices must show purchase order numbers or project name, provided by St. Francois County, and the total for each purchase order number listed or each project site and the total amount for the project site. If invoices are not received in this manner, payment will not be made.

Final Paperwork

All final paperwork including final payment shall be submitted to St. Francois County within one (1) month of final written acceptance of each project site. After that period, liquidated damages will apply as noted on the Proposal.

Work Description

The work shall consist of a bituminous overlay on an existing asphalt surface. In the event that a road surface is not existing asphalt, the overlay preparation shall be agreed upon between the contractor and the Highway Administrator or Superintendent.

Payment and Performance Bond

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the County, conditioned for the faithful performance of this contract and the guarantee of the work. The Contract and bond shall be executed in triplicate and in a form acceptable to the County. The cost of the performance bond shall be included and incidental to the price bid for other items.

Period of Performance

If the proposal is accepted, the Bidder agrees that the work will not begin before the authorization date in the notice to proceed and will be diligently prosecuted at such a rate and in such manner as, in judgment of the Administrator or Superintendent, is necessary for the completion of the work within the item specified as follows:

Completion Date: TBD by St. Francois County Highway Administrator or Superintendent or as noted in the bid proposal

Liquidated Damages

The bidder agrees that, should he fail to complete the work in the time specified or such additional time as may be allowed by the Highway Administrator or Superintendent under the contract, the amount of liquidated damages to be recovered shall be \$500 per working day.

Communications with St. Francois County

Each day, contractor will be responsible for informing the St. Francois County Highway Administrator or his duly appointed representative of the next day's work.

Bituminous Pavement MoDOT Section 401

All Bituminous Pavement is to be 2 inches thick unless otherwise noted. The edges past the required paving width shall be tapered down at a rate of 4 horizontal to 1 vertical on the edges if a surface exists to place the taper on. All tapers shall be compacted by rolling. No density will be required on tapers.

Bid project by ton based on the current MoDOT asphalt index and adjust pricing accordingly at time of construction. Asphalt is to be applied with a Self-Propelled Paver. BP1 Asphalt, compacted to 2" thickness. Asphalt material must be virgin mix, no recycle asphalt product (includes shingles).

Subgrade Preparation. The existing roadway shall be considered the subgrade. The subgrade shall be cleaned and tacked according to Section 407. **Any rutting or damage to the subgrade shall be fixed at the contractor's expense.**

Tack Coat MoDOT Section 407

Tack coat shall be applied at the rate of no less than 0.05 Gallon/square yard or as directed by the Highway Administrator, Superintendent or their duly appointed representative.

Prime Coat

Prime coats shall be applied at the rate of no less than 0.3 Gallons/square yard or as directed by Highway Administrator, Superintendent or their duly appointed representative.

OSHA Training

The Contractor and all subcontractors to the Agreement must require all on-site employees to complete the ten-hour construction safety training program required under section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so.

Federal Work Authorization Program.

As a condition for the award of any contract or grant in excess of \$5,000, the Contractor shall submit affidavit(s) and documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and that the business does not knowingly employ any person who is an unauthorized alien in connection with the contracted services and that the business does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Proof of Lawful Presence.

The Contractor or authorized representative of the Contractor submitting a response to this Notice to Bidders shall provide proof that he is a citizen or a permanent resident of the United States or is lawfully present in the United States.

Prompt Payment Act.

The Contractor agrees to comply with all applicable provisions of the Prompt Payment Act, section 34.057, RSMo., in the event a contract is awarded.

ST. FRANCOIS COUNTY HIGHWAY DEPARTMENT

PROPOSAL

Job Number: Hot Mix Overlay

To: St. Francois County Commission
Attention: St. Francois County Clerk
1 W. Liberty St.
Suite 300
Farmington, MO 63640

Hereinafter called the "Commission"

For improving St. Francois County roads consisting of Hot Mix Overlay of District 1 and District 2 roads, hereinafter called the work.

The Highway Superintendent and/or Highway Administrator will have a meeting on Wednesday, April 21st, 7:30 a.m. at 7331 Raider Road, Bonne Terre, to discuss the overlay of the county roads. We encourage all bidders to attend this meeting as we will go over, in detail, the "Overlay". At this time, we will also travel to said road to be overlaid to discuss and answer any questions.

Compliance with Contract Provisions: The Bidder, having examined and being familiar with the local conditions affecting the work, and with the contract documents, and the request for proposal, including appendices, the specification and plans, hereby proposes to furnish all materials, equipment, services, etc., required for the performance and completion of the work.

Proposal Guarantee: The Bidder submits and attaches to this proposal a proposal constitutes execution of all certifications which are a part of this proposal.

Itemized Proposal: The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as described in the scope of work hereby included as follows: