

ST. CLAIR PUBLIC WORKS DEPARTMENT
NOTICE TO BIDDERS

St. Clair wishes to implement an annual contract for **Street Resurfacing to include but not limited to Surface Leveling, a MoDOT approved thin lift overlay and Chipseal.**

Separate sealed bids will be received by the St. Clair Board of Alderman until **1:30 p.m., Thursday June 12, 2014** and then be publicly opened and read aloud.

The specifications and contract documents are available at the following location:

St. Clair Streets Department
#1 Paul Parks Drive, St. Clair, MO 63077
Office: 636-629-0333 Fax: 636-629-6467

The applicable Labor Laws as defined by the Missouri Department of Labor shall include: **Prevailing Wage, Wages, Hours and Dismissal Rights, Health and Safety of Employees and Illegal Works.**

Anti-Discrimination: The City 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.

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

St. Clair Board of Alderman
Attention: City Clerk
#1 Paul Parks Drive, St. Clair, MO 63077

or it may be hand delivered to said City Clerk's Office. Each envelope containing a bid must be plainly marked on the outside **"Bid for Street Resurfacing"** 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. Bidder need only return Proposal and Bid Sheet. All else may remain with bidders.

The St. Clair Board of Alderman may waive any informalities or minor defects or reject any and all bids.

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 arriving 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 the City of St. Clair for five percent (5%) of the total amount of the bid. Certified checks will be returned to the unsuccessful bidders. The check of the successful bidder will be retained until the Contract has been fully executed, after which it will be returned.

ST. CLAIR PUBLIC WORKS DEPARTMENT

GENERAL REQUIREMENTS

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 the Owner may decide.

The Owner upon receipt of an acceptable Certificate of Insurance and Agreement signed by the party to whom the Contract was awarded, shall within a reasonable period of time sign the Agreement and return to such party an executed duplicate of the Agreement. The Owner 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 agreement with the City for the following:

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 indemnify and save harmless the City from all suits or action of every name and description brought against the City 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 Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City 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 City from damage or injury claims. The City 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 City Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the City Administrator may determine to be adequate, and without hereby limits the liability of the Contractor in protecting the City from damage or claim. St. Clair shall be named under General Liability Provision.

The coverage shall insure the City and it's 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 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	\$1,000,000	\$2,500,000
Each Accident Each Occurrence	\$2,500,000	\$2,500,000
Aggregate Each Occurrence	\$2,500,000	\$2,500,000

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

- a) The insurance evidenced by this certificate cancelled or altered thirty (30) days from date of receipt by the City will require written notice thereof.
- 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.

E-Verify

Contractor shall be enrolled and participate in E-Verify, as required by law. Memorandum of Understanding shall be provided to the City.

Project Location

Projects shall be located on or along city streets at various locations. A project shall be defined by the street the work is located on.

Permits

The contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents. A City of St. Clair Business License shall be purchased for \$50 by the awarded bidder.

MoDOT Specifications

Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2011 and will govern the work performed (including testing) where applicable. In all MoDOT Sections, St. Clair City Administrator will be substituted for Construction and Materials and the Commission.

Job Special Provisions

In case of conflict with the General Requirements, the Special Provisions shall take precedence and will govern.

Notice to Proceed

A written Notice to Proceed shall be issued for each jobsite. The Contractor shall complete all work at one jobsite before moving to another jobsite and shall complete the entire project within the time period defined in the Liquidated Damages section.

Incidentals

All hand held equipment and materials will be considered incidental to the work.

Dumping Waste

If dumping waste, a waste disposal agreement between the property owner and the City of St. Clair will need to be filled out and on file at the City of St. Clair City Clerk's Office before removing any waste from the site. Use of a known dump or recycler is exempt from this requirement.

Communications

One (1) week prior to beginning work, the Contractor shall notify the Public Works Director of the tentative schedule.

Weekend and Holiday Work

No work shall be performed between 3:30 pm on Fridays and 7:00 am on Mondays. No work shall be performed between 3:30 pm the day prior to a holiday and 7:00 am the day following a holiday. Holidays are defined in the City of St. Clair's Personnel Manual.

Worker Safety Considerations

In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard.

Additional Projects

The successful bidder will be given the opportunity for future projects at various locations within the City of St. Clair. If overruns to contract amounts are needed, the unit prices established in this contract shall be used.

Additional Services

Additional services, not listed in this 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, St. Clair 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

A 10% retainage will be held, until all work is satisfactorily completed. This includes final paperwork.

Payment

All invoices must show either purchase order numbers, provided by the City of St. Clair, and the total for each purchase order number listed or each jobsite and the total amount for that jobsite. 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 the City of St. Clair Public Works Director within 1 month of final written acceptance of each jobsite. After that period, liquidated damages will apply as noted on the Proposal.

ST. CLAIR PUBLIC WORKS DEPARTMENT

RESURFACING SPECIAL PROVISIONS

Work Description

The work shall consist of a surface leveling, a thin lift overlay or chipseal on an existing aggregate or seal coat surface.

Note: See attached listing of streets for surface treatments.

This work is a line item project. Line item projects shall be bid to include all personnel, equipment, materials and time required to successfully complete a defined item.

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 City, conditioned for the faithful performance of this contract and the guarantee of the work. Both contract and bond shall be executed in triplicate and in a form acceptable to the City. The cost of the performance bond shall be 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 rate and in such manner as, in judgment of the engineer, is necessary for the completion of the work within the item specified as follows:

Working Days:	15
Earliest Beginning Date:	July 7, 2014
Contract Ends:	August 15, 2014

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 Engineer under the contract, the amount of liquidated damages to be recovered shall be \$500 per working day.

Communications with St. Clair

Each day the contractor will be responsible for informing the St. Clair Public Works Director of the next days work.

Mobilization

Mobilization will be the cost to move in, setup, teardown, and leave the site. Mobilization will be paid one (1) lump sum per location as noted on the quantities sheet.

Asphalt Cement Price Index MoDOT Section 109.15

The Bidder is responsible for adjusting asphalt prices according to MoDOT's Asphalt Cement Price Index prior to submitting invoice. The Bidder may request to not use MoDOT's Asphalt Cement Price Index using a letter with the bid documents. MoDOT's Asphalt Cement Price Index can be found posted on the MoDOT website under Business, then Contractor Resources, then Bid Opening Info, then General Information and then Asphalt Price Index. Viewing the month of the letting will show the Asphalt Price Index for the month. The Asphalt Cement Price Index is posted the Monday prior to the third Friday of each month. Please use the most current Asphalt Cement Price Index.

Adjustments will be made to the payments due the Bidder for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to the bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder. The percentage of virgin asphalt, as shown in the job mix formula, will be the basis for adjustments for any asphalt mix purchased during the monthly index period. The effective asphalt obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E)$$

Where: A = Adjustment for mix placed during monthly average index period
 B = Tons of Mix Placed during the monthly average index period
 C = % of virgin asphalt binder as listed in the job mix formula in use
 D = monthly average price at time of mix placement
 E = monthly average price at time of bid

Bituminous Surface Leveling MoDOT Section 402

All Bituminous Surface Leveling is to have a minimum thickness of 1/2 inches 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.

Section 402.2.1 The grade of asphalt binder to be used is PG64-22.

Section 402.4 Job Mix Formula. The mix used shall be a pavement mix. Only Hot Mix Asphalt shall be used. Warm Mix Asphalt is not acceptable.

Thin lift overlay MoDOT Sections 401 thru 413

All Type C UBAWS shall have a minimum thickness of 3/4 inches.

All other thin lift overlay options shall have a minimum thickness of 1 inch.

Pavement Repairs MoDOT Section 613

All pavement repairs shall be completed in accordance with Section 613. All areas for pavement repair shall be identified for each jobsite 1 week prior to resurfacing work beginning. The identified areas shall be submitted to and reviewed with the Public Works Director before work on a jobsite may commence.

A certified testing agency shall be contracted by the contractor to perform Quality Assurance (QA) Testing.

Driveway and mailbox turnouts shall be constructed for the entire length of the driveway and mailbox turnout. The paver wing on the driveway side shall be extended to its maximum width. The edge of the asphalt turnout shall be shaped to decrease the amount of differential remaining in the driveway profile. If a location is in question the inspector shall make the final determination.

Tack Coat MoDOT Section 407

Tack coat shall be applied at the rate defined on the quantities page. Adjustments will be allowed if acceptable to the Engineer.

Traffic Control MoDOT Section 616

Traffic control will be paid one (1) lump sum for the entire project as noted on the quantities sheet.

Each road will require One (1) Road Work Ahead and one (1) Flagger Ahead Sign be placed at the beginning and end of each road. A minimum of Two (2) flaggers will be provided to direct traffic around the work zone.

Cost to relocate signs and flaggers shall be included in the bid.

Construction Signs and Flagger will meet MUTCD standards.

Please note Section 616.4.2

Traffic Flow

One lane of traffic is required to be open at all times. Exposed oil shall not be open to traffic.

Butt-Joints/Depth Transitions

At all structures, along all curb and gutter and joints with existing bituminous, the existing pavement and base for the full width of the road shall be removed to a depth equal to the overlay depth and tapered back at a rate of 10 feet for every 1 inch of removal. Material removed from joints may be retained by the contractor or dumped in the existing pile of millings in the Harris Industrial Park.

ST. CLAIR PUBLIC WORKS DEPARTMENT
PROPOSAL

Job Number: **Street Resurfacing 2014**

To: St. Clair Board of Alderman
Attention: City Clerk
#1 Paul Parks Drive
St. Clair, MO 63077

Hereinafter called the Board

For improving St. Clair Public Works consisting of **Street Resurfacing**, hereinafter called the work.

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 specifications 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 guaranty meeting the requirements of the Notice to Bidders.

Bidder's Certification: The Bidders signature on this proposal constitutes execution of all certifications which are a part of this proposal.

a.) Certification Regarding Anti-Collusion: In accordance with 23USC #112 the Bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive bidding in connection with this contract.

b.) Certification of Contractor Responsibility: By submitting this bid without marking the line below, the Bidder certifies that it, and its affiliates and principals, are responsible, and they have not committed within the last seven years and will not commit during the life of this contract any act specified in Section 108.10 from the 2004 Missouri Standard Specification Book for Highway Construction as prepared by the Missouri Department of Transportation and its subsections which may place the contractor in default to the contract, if it is the successful Bidder. The contractor understands and affirms that if an act of default as specified in Section 108.10 has occurred or later occurs, any existing contract between the contractor and the Board may be subject to immediate termination by the Board without liability for that action.

_____ By marking this line, the Bidder states that it, or a principal or affiliate of the bidder, may have committed an act of default, as defined in Sec 108.10, on this bid or within the last seven years. The Bidder has attached to this proposal a full and complete explanation and documentation of the possible act of default, and what actions if any were taken as a response to or result of that act by any federal, state, or local government agency or private person or firm.

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:

[illegible]

Page 1 of 1

ST. CLAIR PUBLIC WORKS DEPARTMENT
RESURFACING QUANTITY BID SHEET

Firm: _____

Item	Description	Quantity	Units	Unit Price	Item Total
1	Mobilization	15.0	LS	_____	_____
2	Traffic Control	1.0	LS	_____	_____
3	Butt Joints	8.0	EA	_____	_____
4	Depth Transition	938.0	SY	_____	_____
5	Tack Coat	510.0	GA	_____	_____
6	Pavement Repair	883.0	SY	_____	_____
7	Thin Lift Overlay	259.0	TN	_____	_____
8	Surface Level	705.0	TN	_____	_____
9	Chip Seal	18,163.0	SY	_____	_____

Project Total:

\$ _____

Do you as a contractor wish to be bound by the Provision of the Asphalt Cement Price Index?

Please circle your choice.

Yes

No

Signature and Identity of Bidder: The undersigned states that the correct legal name and address of:

The individual bidder

Each partner or joint venture (whether individuals or corporation, and whether doing business under a fictitious name), or

The corporation (which the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsibility and sole bidder) he is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under the laws of state of _____

Executed by this bidder this _____ day of _____ 20____.

Bidder: _____

Address: _____

E-mail: _____

Signature: _____

Title: _____

Seal: if bid is by a corporation