

CITY OF MARCELINE, MISSOURI - BITUMINOUS PAVEMENT STREET OVERLAY

ADVERTISEMENT FOR BIDS

OWNER: City of Marceline

ADDRESS: City Hall, 116 North Main Street, U.S.A.
Marceline, Missouri 64658

Separate sealed BIDS for the: Bituminous Pavement Street Overlay

Will be received by the: City Clerk

at the office of City of Marceline

until **1:00 p.m.**, (Central Standard Time) **April 6, 2018**, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

City of Marceline, City Hall, 116 North Main Street, U.S.A., Marceline, Missouri 64658. Between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Copies of the CONTRACT DOCUMENTS may be obtained at :

City Hall
City of Marceline
116 North Main Street, U.S.A.
Marceline, Mo. 64658

BY: _____
Richard Hoon, City Manager

DATE: _____

CITY OF MARCELINE. MISSOURI - BITUMINOUS PAVEMENT STREET OVERLAY

INFORMATION FOR BIDDERS

BIDS will be received by: City of Marceline

(herein called the "OWNER"), at: City Hall

until **1:00 p.m.** (Central Standard Time), **April 6, 2018**, and then at said office publicly opened and read aloud.

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

City of Marceline
City Hall
116 North Main Street U.S.A.
Marceline, Missouri 64658

Each sealed envelope containing a BID must be plainly marked on the outside as BID for:

City of Marceline - Bituminous Pavement Street Overlay .

The envelope should bear on the outside the BIDDER'S name and address and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

City of Marceline
City Hall
116 North Main Street U.S.A.
Marceline, Missouri 64658

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. Incomplete or conditional bids will not be considered by the OWNER.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER shall withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and a review of the CONTRACT DOCUMENTS and SPECIFICATIONS including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

All work to be completed is on property owned by the OWNER or on rights-of-ways acquired by the OWNER.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest, best and most responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. BOND forms shall be in the format as attached to the BID FORM. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the 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, best and most responsible BIDDER, or the WORK may be re-advertised for a construction CONTRACT or otherwise, as the OWNER may decide.

The BIDDER shall provide the OWNER with a **CERTIFICATE OF INSURANCE** in a form acceptable to OWNER providing coverage for Property Damage in the amount not less than \$1,000,000.00 per occurrence, Personal Injury in the amount not less than \$1,000,000.00 per occurrence, and total aggregate coverage of \$2,000,000.00.

The OWNER upon receipt of an acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATE OF INSURANCE, and AGREEMENT signed by the party to whom the AGREEMENT 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.

PARTIAL PAYMENTS will not attest to the correctness of quantities shown or that the WORK has been performed in accordance with the CONTRACT DOCUMENTS & SPECIFICATIONS.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest, best and most responsible bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout

Each BIDDER shall be responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID. In the case of conflicts within the CONTRACT DOCUMENTS and SPECIFICATIONS, the most stringent requirement shall prevail. Any standard list, inclusive of Missouri Standard Specifications for Highway Construction, shall refer to the most current revision or amendment thereof.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS at the time of contract award unless the owner requests this information at an earlier date.

No answer will be guaranteed to prospective BIDDERS in reply to oral questions if the question involves the interpretation of the SPECIFICATIONS and CONTRACT DOCUMENTS or the equality or use of products or methods other than those designated or described in the SPECIFICATIONS. Any verbal information given to BIDDERS other than by means of SPECIFICATIONS or ADDENDA as described below is informal for convenience and it is not guaranteed. Faxes for submittals will not be accepted.

The OWNER will consider such questions submitted in writing at least twenty (20) days prior to BID opening. If the question includes the equality or use of products or methods, it must be accompanied by DRAWINGS, SPECIFICATIONS, and any other necessary data to allow the OWNER to make a decision regarding the equality of the product or methods. Such requests will only be considered from GENERAL CONTRACTORS known to be bidding on the PROJECT as evidenced by the BIDDER'S LIST to be maintained by the OWNER.

The OWNER if required, will issue an addendum regarding any changes to the SPECIFICATIONS or CONTRACT DOCUMENTS that result from clarifications or determination of equality of products or methods, at least five days prior to BID opening to those prospective CONTRACTORS who have requested a set of SPECIFICATIONS.

The CONTRACTOR must agree to use only those products and methods described in the SPECIFICATIONS as amended by the issued ADDENDA.

In the event that a protest, dispute or claim arises out of procurement as related to this contract, the following procedures shall be followed for filing, review and resolving said protest, dispute, or claim:

File written protest with City Clerk within five (5) working days of Bid opening, citing:

- 1) Basis of protest or claim.
- 2) Contract provision relating to protest or claim.

Within ten (10) days of receipt of protest, the City Council will act upon the claim by one of the following actions:

- 1) Deny claim.
- 2) Concur and agree to claim.
- 3) Establish a date within fourteen (14) days for a hearing for protester to show cause for claim to City Council.

Any questions or comments regarding this contract should be addressed to City Manager, City Hall, 116 North Main Street, U.S.A., Marceline, Missouri 64658.

Notwithstanding any reference to any rule or regulation, the OWNER does not assume any responsibility to provide supervision of construction methods and/or procedures. Contractor shall assume risks from storms and accidents and shall be responsible for all damage to adjoining property, environment, and to persons until work is completed and accepted the OWNER.

PREVAILING HOURLY WAGE RATES

a. The Agreement shall be based upon the required payment by the Contractor of the prevailing hourly rate of wage for each craft or type of workman required to execute the Agreement as determined by the Department of Labor and Industrial Relations of Missouri. See Schedule of Prevailing Hourly Wage Rates attached hereto and made a part hereof.

b. The Contractor shall comply in all respects with Sections 290.210 through 290.340 RSMo.

c. The Contractor and each Subcontractor shall keep an accurate record showing the names and occupations of all workmen employed by him, together with the actual wages paid to each workman, which shall be open to inspection at all reasonable hours by the representatives of the Department of

Labor and Industrial Relations of Missouri and the Owner.

d. The Contractor is advised of the fact that the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by Court decision as provided by law during the life of this Agreement and such change shall not be the basis of any claim by the Contractor against the Owner nor will deductions be made by the Owner against sums due the Contractor by reason of such change.

e. The "Prevailing hours of labor" for all classification of laborers, workmen and mechanics to be employed in the work are eight (8) hours per day and forty (40) hours per week.

CITY OF MARCELINE. MISSOURI - BITUMINOUS PAVING STREET OVERLAY

BID

PROPOSAL of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____
doing business as _____
(Insert applicable term as- "Corporation", "Partnership", "LLC", or " Individual")

To the City of Marcelline (hereinafter called "OWNER").

The BIDDER, in compliance with your Advertisement for Bids for the construction of: Bituminous Pavement Street Overlay having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

By submission of this BID, each BIDDER certifies, and in the case of joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this BID, with any other BIDDER, or with any competitor.

Bidder hereby agrees to commence work under this Contract upon receipt of the written "Notice to Proceed" of the Owner and to fully complete the project by **October 1, 2018**. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addendums:

- No. _____, Dated _____, 20__
- No. _____, Dated _____, 20__
- No. _____, Dated _____, 20__
- No. _____, Dated _____, 20__
- No. _____, Dated _____, 20__

BID PROPOSAL FORM:

CITY OF MARCELINE BITUMINOUS PAVEMENT STREET OVERLAY .

BIDDER agrees to perform all the work shown on the SPECIFICATIONS and described in the CONTRACT DOCUMENTS for the following cost **PER TON LAID**:

\$ _____.
Per Ton Laid

\$ _____.
Base Bid

COLD MILLING BID

\$ _____
SQUARE YARD

NOTE: BIDS shall include all applicable taxes and fees. The sales tax exemption number will be given to the contractor awarded the bid.

NOTE: The OWNER anticipates a minimum total tonnage to be laid of approximately 1,500 tons of BP-1 asphalt mix; however, this estimate is dependant on weather conditions, bid price, funds available to the OWNER and other factors not under the OWNER'S control. Actual quantities may exceed or be less than the estimated 1,500 tons and will be measured during construction and upon completion. Final payment to the Contractor may be adjusted based upon the actual installed quantities. For purposes of executing the Performance and Payment Bonds, BIDDER/CONTRACTOR is to utilize the 1,500 ton overlay estimate as the Base Bid; HOWEVER, actual payment shall be on a PER TON LAID BASIS.

Asphalt is to be a BP-1 asphalt mix.

The above bid for tons laid shall include all labor, materials, shoring, removal, supplies, transportation, tools, equipment, overhead, profit, insurance, and other costs or expense of any description, etc., to cover the finished work

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding. The bid shall be awarded to the lowest, best and most responsible bidder.

The BIDDER agrees that this BID shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this BID, BIDDER will execute a formal Contract to be prepared by OWNER within 15 days and deliver a Surety Bond or Bonds as required by the General Conditions.

TOTAL BID SECURITY:

The bid security attached in the sum of five (5%) of the total amount bid for the Base Bid:

5% bid security for Base Bid in words and figures:

is to become the property of the OWNER in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby. Amounts are to be shown in words and figures. In case of discrepancy, the amount shown in words will govern.

DATED AT _____ this ____ day of _____, 2016.

SIGNATURE:

If an Individual: _____ doing business as

If a Partnership: _____

By: _____, member of firm

If a Corporation: _____

By: _____

Title: _____

Attest: _____

(Corporate seal)

Business Address of Bidder: _____

If business is a Corporation, supply the following information:

State in which incorporated: _____

Name and Address of its:

President:

Secretary:

Approved: _____

(Owner)

(Date)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as principal, and _____ as Surety, are hereby
held and firmly bound unto City of Marcelline as Owner in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this ____ day of _____, 2018.

The condition of the above obligation is such that whereas the Principal has submitted to _____
a certain **BID**, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
construction of City of Marcelline Bituminous Pavement Street Overlay .

NOW, THEREFORE

- (a) If said **BID** be rejected, or
- (b) If said **BID** shall be accepted and the principal shall execute and deliver a contract and shall furnish a
BOND for faithful performance of said contract, and for the payment of all persons performing labor
furnishing materials in connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein
stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in
no way impaired or affected by any extension of the time within which the OWNER may accept such
BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and
such of them as are corporations have caused their corporate seals to be hereunto affixed and these
presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

CITY OF MARCELINE - BITUMINOUS PAVEMENT STREET OVERLAY

PERFORMANCE BOND

KNOW ALL PERSON BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, LLC or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of _____

_____ (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 20____. a copy of which is hereto attached and made part hereof, for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY, and during the one-year guaranty period, and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the CONTRACT or to WORK to be performed thereunder, or the SPECIFICATIONS and DRAWINGS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the CONTRACT, or to the WORK, or to the SPECIFICATIONS and CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more than twenty (20) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment", wherever used in the BOND, and whether referring to this BOND, the CONTRACT, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that the OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

SEAL

By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Witness to Surety)

(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must be prior to date of CONTRACT. IF CONTRACTOR is partnership, all partners shall execute BOND.

CITY OF MISSOURI- BITUMINOUS PAVEMENT STREET OVERLAY.

PAYMENT BOND

KNOW ALL PERSON BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, LLC or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

(Name of Owner)

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____. a copy of which is hereto attached and made a part hereof for the construction of: _____

(Note the Contracts that apply above)

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for

materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

SEAL By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Witness to Surety)

(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must NOT be prior to date of CONTRACT. IF CONTRACTOR is partnership,
all partners shall execute BOND.

2018 HOTMIX OVERLAY PROGRAM

1.	100-600 BLOCKS OF SOUTH WALNUT STREET	2300' X 22'	700 TONS
2.	400 BLOCK EAST BOOKER	275' X 22'	85 TONS
3.	100 BLOCK SOUTH CEDAR	375' X 22'	110 TONS
4.	300-500 BLOCKS EAST CROCKER	1400' X 22'	385 TONS
	TOTAL		1,280 TONS

COLD MILLING

1.	500/600 SOUTH WALNUT (SHOULDER MILLING)	200' X 7' X 8"
2.	500 EAST CROCKER (SHOULDER MILLING)	300' X 7' X 8"