

## **City of Centralia Invitation for Bids**

The City of Centralia, Missouri ("City"), is inviting bids from qualified vendors for the following project:

### **Sidewalk / Curb Replacement for City Hall**

#### **Statement of Work**

The City is requesting demolition and replacement of the curb and sidewalk in front of City Hall and the South side of the building. The Contractor would be required to provide turn key service from removal of deteriorated area to finish grading. Work must meet ADA requirements. The Contractor must present a proof of insurance to the City's requirements.

#### **Submittal of Bids**

Bidders shall submit bids to:

**Tara Strain, City Clerk  
Centralia City Hall  
114 S. Rollins  
Centralia, Missouri 65240.**

Bids will be accepted until **10:00am** on the **4<sup>th</sup> day, April, 2019.**

Bids shall be submitted in a sealed envelope clearly marked with **Sidewalk / Curb Replacement**, the bidder's company name, and the date and time for bid opening clearly and legibly marked outside.

Products and prices included in the bid may not be withdrawn for a period of **thirty (30) days** after the bid date of bid opening without the express written consent of the City.

#### **Bid Opening**

All bids will be publicly opened and read aloud at **City Council Chambers,** at City Hall on **April 4, 2019.**

#### **Specific Requirements for Bids**

**Prevailing Wages**

The Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering the Wage Order attached hereto as Exhibit A.

### **Construction Safety Training**

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to (1) provide; and (2) require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

### **Federal Work Authorization Program and Proof of Lawful Presence**

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
  - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at [www.uscis.gov/everify](http://www.uscis.gov/everify).
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

### **Missouri Laborers Requirement**

- The State of Missouri is currently experiencing a period of excessive unemployment as defined in Section 290.550, RSMo, and reported by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards at the following website: [http://labor.mo.gov/DLS/PrevailingWage/excessive\\_unemployment.asp](http://labor.mo.gov/DLS/PrevailingWage/excessive_unemployment.asp).
- Consequently, bidders are placed on notice that only Missouri laborers or laborers from non-restrictive states may be employed for the Work, subject to the provisions of Sections 290.550 through 290.580, RSMo.
  - Non-restrictive states are: **Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin** (non-restrictive states bordering Missouri are listed in **boldface** type).

### **Insurance Requirements**

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen's Compensation Insurance \$ 500,000.00
- Comprehensive General Liability
  - Bodily injury, including death \$ 1,000,000.00
  - Property Damage \$ 3,000,000.00
- Comprehensive Automobile Liability
  - Bodily injury, including death \$ 1,000,000.00
  - Property Damage \$ 500,000.00

### **United States and Local Products Preference**

Bidders are informed that the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at \$25,000 or more, to be manufactured or produced in the United States.

Bidders are further informed that the City of Centralia has adopted a resolution establishing the City's preference for local businesses, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and also for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.

### **General Provisions Related to the Bidding Process**

#### **Substitute Materials or Work**

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Invitation for Bids will be rejected as non-responsive.

#### **Reservation of Rights**

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Centralia, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

#### **Errors and Omissions by the City**

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

#### **Interpretation of Specifications or other Contract Documents Prior to Bidding**

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may

submit to *Mike Forsee*, an e-mail at [mforsee@centraliamo.org](mailto:mforsee@centraliamo.org) requesting an interpretation or correction of the Invitation for Bids documents not later than seven (7), day. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than seven (7) days prior to bid opening.

#### **Questions Regarding Technical Specifications**

Any and all questions regarding the technical specifications shall be directed to *Mike Forsee at 573-682-2139*. Any material changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and mailed or delivered to each bidder of record not less than seven (7) days prior to bid opening.

#### **Prices**

All prices shall be F.O.B. destination 114 S. Rollins Street, Centralia, Missouri, 65240. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

#### **Payment**

All items, including labor and materials for the Work will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a higher percentage, not to exceed 10%, is determined to be necessary by the City and its architect or engineer), to the successful bidder within thirty (30) days after the latest of the following occurrences:

- The date of delivery of the materials or construction services purchased;
- The date upon which the written invoice for such materials and services is delivered by hand, or by U.S. Mail, to the City Clerk at 114 S. Rollins Street, Centralia, Missouri, 65240; or
- In the event that the contractor approves the City's estimate, the date upon which notice of the contractor's written approval of the City's estimated price is duly delivered by hand, or by U.S. Mail, to the City Clerk at 114 S. Rollins Street, Centralia, Missouri, 65240.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 34.057 and 34.058, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

#### **Commencement and Completion of Work**

The Work shall be commenced not later than thirty (30) days after task are assigned, and shall be completed no later than thirty (30) days after work has commenced, subject to Excusable Delays.

Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the

City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

March 6, 2019  
Date

City of Centralia  
City Hall  
114 S. Rollins  
Mike Forsee  
573-682-2139

