

REQUEST FOR BIDS

CONSTRUCTION SPECIFICATIONS FOR

CITY OF BALLWIN

ST. LOUIS COUNTY, MISSOURI

RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECT CALENDAR

YEARS 2020 - 2022

NOVEMBER 2019

CITY OF BALLWIN

1 GOVERNMENT CTR DRIVE

BALLWIN, MISSOURI 63011

INDEX

CONSTRUCTION SPECIFICATIONS

FOR

RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECT CALENDAR
YEARS 2020 - 2021

CITY OF BALLWIN

ST. LOUIS COUNTY, MISSOURI November 2019

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REQUEST FOR BIDS

The City of Ballwin hereby gives notice that sealed bid proposals for the "RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECT" will be received by the City of Ballwin, Missouri, at the Government Center, 1 Government Center Drive, Ballwin MO until 10:00 a.m. on Friday, 12/6/19. All bids will be opened and publicly read aloud at that time. Bids received after said time will be returned unopened. Bid packets can be downloaded at the city's website ballwin.mo.us or picked up in person at the Ballwin Government Center.

All bids shall be submitted in a sealed envelope and shall be clearly marked,
"SEWER LATERAL REPAIR PROJECT BID".

The City reserves the right to reject any or all bids, to waive informalities in bidding and to accept the bid most advantageous to the City. Specifications and bid requirements may be secured from Ballwin Government Center at, 1 Government Center Drive, Ballwin MO 63011.

TO BE PUBLISHED IN THE WEDNESDAY, 11/27/2019 EDITION OF THE ST. LOUIS
COUNTIAN

AFFIDAVIT TO BE FURNISHED

GENERAL REQUIREMENTS

PREPARATION OF BIDS:

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 changes 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.

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.

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 his bid.

REMOVAL OF CONSTRUCTION EQUIPMENT. TOOLS AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the City of Ballwin (hereinafter referred to as the "Owner"), the Contractor shall remove all of his equipment, tools, and supplies from the property of 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.

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

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.

BID SECURITY:

Each bid must be accompanied by a deposit of not less than five (5%) 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 the Contract is executed and a satisfactory performance bonds and payment are delivered to the Owner.

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

PAYMENT BOND:

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 of \$500.00 amount as security for the full 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 as surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri. The bond to be posted hereby shall be to insure the full payment for any and all materials incorporated, consumed or used in connection with the construction proposed and for all insurance premiums, both for compensation and for all other kinds of insurance, for said work and for all labor performed in such work, whether by Contractor, its subcontractor(s) or otherwise.

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.

PERFORMANCE BOND:

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 \$500.00 as security for the timely and complete performance of all Contractor obligations under the Contract Documents, prepared on the forms of bond substantially similar to those attached hereto and having as surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri.

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-tact. 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 acknowledgement 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.

PRIVATE PROPERTY:

The Owner will acquire permission to enter upon private property for the purpose of this contract, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and 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 these construction operations shall be the responsibility of the Contractor.

WARNING SIGNS AND BARRICADES:

The Contractor shall provide adequate signs, barricades, and warning lights in compliance with

State and Federal Regulations and shall take all necessary precautions for the protection of the work and the safety of the public. Barricades shall be of substantial construction. Suitable warning signs shall be so placed and illuminated at night so as to show, in advance, where construction barricades or materials exist.

PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and pedestrian 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 Owner. No road or street shall be closed to the public except with the permission of the Owner 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 Owner and as permitted by law.

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 by others but at his expense. It shall be the Contractor's responsibility to pay for:

Replacement of survey bench marks, reference points and stakes provided by the Owner;

Lands used by Contractor, except those lands furnished by the Owner;

Performance Bond;

Payment Bond;

Royalties; and

Permits and Licenses.

MATERIALS. APPLIANCES. UTILITIES. EMPLOYEES:

Unless otherwise provided and stipulated within these General Requirements, the Contractor shall furnish, construct, install, and pay for materials, 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 to be performed pursuant to the Contract Documents.

INSURANCE. LEGAL RESPONSIBILITY AND PUBLIC SAFETY:

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 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 canceled 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:

(The certificate of insurance shall indicate the Owner as additional insured.)

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.

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
- (1) 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
- (2) If the Owner determines appropriate, a certificate of insurance must be filed with the Owner providing builders risk insurance for the proposed project.

INDEMNITY:

The Contractor shall indemnify and save harmless Owner 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 and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

MEASUREMENT 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 Owner 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 and acceptance of the work and less previous payments. If the work which is the subject of these General Requirements is Twenty-Five Thousand Dollars (\$25,000.00) or less, ten percent (10%) shall be retained by Owner hereunder. The Owner shall take action within thirty (30) days from the date of approval of a request for payment by the Owner, all in accordance with the Prompt Payment Act (Section 34.057 RSMo.).

WAGES:

The Contractor shall pay the prevailing wage rates for all labor or as established by the State of Missouri for the St. Louis area. In no case will less than minimum wage be paid to anyone working on the construction project. It will be necessary for the Contractor to submit an affidavit to the Owner to verify compliance with the law. The Owner 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.).

NON-COLLUSION FORM:

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

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 Owner and receive approval for use of the subcontractor(s) prior to commencing work.

FINAL PAY AFFIDAVIT:

Upon completion of all work, the successful bidder shall submit a final pay affidavit, provided by the Owner 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.

FEDERAL WORK AUTHORIZATION AFFIDAVIT:

Pursuant to Section 285.530 RSMo., Contractor shall provide the Owner with a sworn Affidavit affirming its enrollment and participation in a Federal work authorization program.

SAFETY TRAINING AFFIDAVIT:

Pursuant to Section 292.675 RSMo., Contractor and its subcontractors shall provide the Owner 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. Pursuant to Section 292.675 RSMo., the Contractor shall forfeit to the Owner, 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 this Paragraph.

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.

PURCHASE OF AMERICAN PRODUCTS:

Section 34.353 RSMo. 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 Owner with an affidavit to confirm compliance with Missouri law.

WASTE:

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

The site shall not be in a flood plain;

Letters of permission and release are required from the affected property owner or owners;

Precautions shall be taken to insure that surface water or storm culvert drainage are not interrupted;

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; and

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 Owner regulations and ordinances.

MATERIAL BUYOUT:

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. For purchases by the Contractor, the Owner shall provide a Missouri Project Exemption Certificate upon request.

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.

SPECIFICATIONS

The work and materials to be furnished for this project shall conform with the following specifications which are to be used in conjunction with the current editions of the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewer and Drainage Facilities, the St. Louis County Plumbing Code, and any applicable portions of the St. Louis County Standard Specifications for Highway Construction. Any exception to these specifications must be noted in writing and be submitted with the bid form.

The Contract for this work shall be for an initial two (2) year period effective January 1, 2018 - December 31, 2019

The Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial contract or any extension thereof, for the same compensation as the Bidder was receiving for the goods and/or services during the expired term immediately preceding this extension. Nothing contained herein, however, shall obligate the city during this extension period to renew and/or re-let a contract with the Bidder for such goods and/or services.

The Contractor shall have a full time employee, officer, or owner who is licensed by St. Louis County as a "Master Drain Layer".

The Contractor shall secure any necessary permits from the City of Ballwin and as needed from the Metropolitan St. Louis Sewer District (MSD). The cost for the City of Ballwin's Permits shall be waived.

All new replacement house lateral pipe and fittings shall be constructed of Schedule 40 PVC matching the diameter of the existing lateral.

The Contractor shall personally inspect the premises to determine the conditions under which the work is to be done. The Contractor will accept the premises as found.

The Contractor shall indicate on the bid form, Bid item #13, the typical amount of time to respond for a camera inspection and for a repair. The Contractor shall also indicated any additional fee for a request for twenty four (24) hours or less emergency response for a camera inspection and, if needed, a possible repair should such time be different than the typical amount of time for response.

All sanitary sewer lateral repairs shall be performed complete including excavation, compacting backfill, and seeding and straw mulch.

Representatives from the City and the Contractor shall jointly measure and record field quantities to determine the total price of each lateral repair.

The Contractor shall install siltation control around repair areas as directed until such time as final grading and establishment of vegetation is completed.

Grass seed shall be sown at a rate of one (1) pound of seed per one hundred (100) square feet. The grass seed mixture shall be 50% Kentucky bluegrass, 25% turf type fescue and 25% perennial ryegrass. In the event repair work takes place during the period of November through February, the Contractor shall wait to complete fine grading and grass seeding until suitable weather and ground conditions are prevalent unless directed otherwise by the City. Straw mulch shall be placed over all seeded areas upon completion of the seed application.

The Contractor shall perform all work necessary to protect adjoining property and improvements from damage as well as to locate and protect utility service line, conduits, and pipes.

Limestone granular fill shall be 1" diameter clean rock. The granular rock material shall be used as pipe bedding and to backfill all excavation areas that occur under sidewalk, driveway, and street pavements. All granular rock backfill shall be compacted to meet 90% Proctor compaction and finished to the elevation of the base of the pavement. Granular rock shall be paid for at the appropriate unit price per ton in place. The Contractor must provide copies of quarry rock weight tickets to the City for verification and payment.

Contractor shall remove where applicable all excess excavated material from the project site. All excavated area backfill shall be compacted per MSD specifications S-2 by water jetting or mechanical means.

As required, a temporary safety fence shall be constructed around excavated repair sites which will be left unattended. The fence shall be structurally able to withstand normal wind loads and to prevent children and pets from entering or falling into the excavated repair area.

Landscaping features including vegetation (trees, bushes, flowers, etc.) and constructed improvements such as block walls, timbers, fencing, etc. will be the responsibility of the property owner to remove and reinstall.

In some instance it is cost effective and less intrusive to repair a deficient lateral condition by use of a cured-in-place pipe (Ci PP) such as Perma-Liner Industries LLC Perma-Lateral Lining System. It will be a condition of this bid request (Bid Item #6) and the awarded contract that the Contractor must provide this service.

The Contractor is to keep the work site and adjoining areas clean of debris at all times.

The costs for miscellaneous items such as landfill fees, dewatering excavations, cleaning of street pavement, traffic control, ensuring public safety, contractor's restoration of damage to private and public property, repair or replacement of vandalized work, and the like as necessary to provide a complete and satisfactory job shall be included in the Contractor's

unit bid prices.

The sewer lateral repair program has averaged 100 repairs per year for the 2013 - 2016 time periods.

All materials and workmanship, including trench settlement, furnished by the Contractor in this Contract are guaranteed by the Contractor for a period of one (1) year after the date of completion of each lateral repair. Any lateral repair defective by reason of faulty materials and/or workmanship as well as any costs associated with determining a defect within the guaranteed one (1) year period shall be remedied by the Contractor free of cost to the City.

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 which the Director of Development shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as 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 Development. In the case of a continuing cause of delay, only one (1) claim is necessary.

The Contractor shall pay prevailing wage rates as established by the Missouri Division of Labor Standards Annual Wage Order - St. Louis County which is in effect at each time service work is provided during the contract period.

Contractor's failure to perform any or all of the contract work in accordance with the project specifications could result in the immediate termination of the contract agreement by the City.

All bidders shall be responsible for familiarizing themselves with the work to be performed for this project. Any questions concerning these bid specifications or the work should be directed to Mike Roberts, Building Commissioner, by phone at 636-227-2312, or by email at mroberts@ballwin.mo.us

BID PROPOSAL FORM

CITY OF BALLWIN ST.
LOUIS COUNTY, MISSOURI

RESIDENTIAL SEWER LATERAL REPAIR PROJECT

CALENDAR YEARS 2020 - 2021

November, 2019

TO: CITY OF BALLWIN MISSOURI

Pursuant to and in compliance with your Request for Bids dated XXX XX,2019 and the other documents related thereto, the undersigned hereby proposes to furnish all tool, labor, equipment, and materials and perform all work necessary for undertaking the RESIDENTIAL SEWER LATERAL REPAIR PROJECT CALENDAR YEARS 2020 - 2021, as all required by and in strict conformance with the Bid Specifications and Addenda No. __to inclusive at the unit and lump sum prices listed herein.

Company Submitting Bid: _____

Company Address:

Company Phone Number:

Authorized Representative (Print):

Authorized Representative (Signature):

DIRECTIONS- FILL IN PROPOSED BIDS FOR EACH COLUMN

SEWER LATERAL REPAIR PROGRAM – UNIT PRICES

- 1) Mobilization and repairs of sewer lateral or the installation of a liner\$ _____

- 2) Replace 15' or less excavation depth 4" or 6" pipe..... \$ _____ lat. ft.

- 3) Replace 15 '1" or more of excavation depth 4" or 6" pipe \$ _____ lat. ft.

- 4) Install 4" or 6" yard cleanout stack 15' or less of excavation depth....\$ _____ per job

- 5) Install 4" or 6" yard cleanout stack 15' or more of excavation depth \$ _____ per job

- 6) Asphalt or Concrete driveway and or street/sidewalk 4" removal and replacement
..... \$ _____ sq. yd.

- 7) Asphalt or Concrete driveway and or street/sidewalk 6" removal and replacement
..... \$ _____ sq. yd.

- 8) Asphalt or Concrete driveway and or street/sidewalk 8" removal and replacement
.....\$ _____ sq. yd.

- 9) Saw cutting of existing asphalt or concrete pavement 2"-4"\$ _____ lin. ft.

- 10) Saw cutting of existing asphalt or concrete pavements 5"-8" \$ _____ lin. ft.

- 11) Camera Inspection\$ _____ per job

- 12) Cable Service.....\$ _____ per job

13) SewerLiner.....\$ _____ lat. ft.

14) Response times for service.

- A. Typical response time after City request for initial camera inspection:
_____ days.
- B. Typical response time after initial camera inspection to a mobilization
for a repair _____ days.
- C. Fee for 24 hour emergency service request (if time is less than indicated
in Bid Item #14A) for initial camera inspection and, if needed, cable
service and/or repair mobilization.

Subcontractors: Bidder shall list any subcontractors who may be used for any portion of the contracted work.

Company Name _____ Company Address _____

Company Name _____ Company Address _____

References: Bidder shall provide three references.

City, Firm, or Individual Name: _____ City or Firm Contact _____

Phone Number: _____

City, Firm, or Individual Name: _____ City or Firm Contact _____

Phone Number: _____

City, Firm, or Individual Name: _____ City or Firm Contact _____

Phone Number: _____

Based on the nature of the bids, the City reserves the right to add to or delete any portion of the RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECT. It is understood that authorization to contract for this project work will be by resolution duly passed by the Ballwin Board of Aldermen.

The undersigned agrees that their firm will complete said work for each lateral repair within _____ calendar days except as provided otherwise in the Bid Specifications after receiving a notice to proceed or allow the City as liquidated damages the sum of Two Hundred Dollars (\$200.00) for each day thereafter. Computation of the calendar days for each lateral repair shall commence on the first (1st) day following determination that a repair is necessary.

All materials and workmanship furnished by the Contractor in this contract is guaranteed by the Contractor for a period of one (1) year after the date of completion of each lateral repair. Any lateral repair defective by reason of faulty materials and/or workmanship as well as any costs associated with determining a defect within the guaranteed one (1) year period shall be remedied by the Contractor free of cost to the City.

It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City. The City is exempt from federal excise and state sales tax. Should the City choose to exercise its tax exempt status, the City will provide the Contractor a Missouri Project Tax Exemption Certificate.

The undersigned hereby represents that he/she has carefully examined the Bid Documents and will execute the Contract and its items, covenants, and conditions all in strict conformance with the stated requirements. The Bidder acknowledges having filled out and submitted the various affidavits included with this bid packet.

Further, it is understood that this Bid must be submitted before 10:00 a.m. on FRIDAY, 12/6/2019, in a sealed envelope clearly marked "SEWER LATERAL REPAIR PROJECT BID" in order to be considered. Bids received after this time will be returned unopened to the Bidder.

Signature -Authorized Representative

Date

_____ Attest

----- 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 bidder's 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 bid 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 Americans 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:

SUBSCRIBED AND SWORN TO
BEFORE ME

THIS _____ DAY OF _____ 2

NOTARY PUBLIC

NCA-1

STATE OF MISSOURI)
)SS
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes

of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned Notary Public, personally appeared ----- who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is ----- and I am currently the President/Owner of

_____ (hereinafter
contractor"),

whose business address is _____
-----' and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and I am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following project or services contracted between Contractor and the City of Manchester:

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted project or services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted project or services.

Further, Affiant saith not.

SIGNATURE

PRINTED NAME - AFFIANT

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

My commission expires:

Notary Public

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.

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

My commission expires:

Notary Public

STATE OF MISSOURI

COUNTY OF _____)

)
)SS

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me

Name

as

of

Printed
Positi

on

- -----' being duly sworn on his/her oath, affirms that Company Name

said company has complied with Missouri State Law Section 34.353 RSMo regarding the purchase of
manufactured goods or commodities used or supplied in the performance of the City of
Ballwin's Project Name

I also affirm that I did not and would not knowingly purchase Company Name or supply
manufactured goods or commodities used on the aforementioned City of
Ballwin 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 the penalties provided
under Section 575.040 RSMo).

Signature - Authorized Representative

Printed Name

Title

Date

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

My commission expires:

Notary Public

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 205.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
John E. Lindsey,
Director Division of
Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March

10, 2016 Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

Will be Added Later