



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB) COVER PAGE**

IFB NO: 201768

TITLE: Guardrail Repair

Bid Schedule & Deadlines:

October 11, 2017	Bid Release Date
October 11, 18, 25, 2017	Advertising Period
October 27, 2017, 2:00 pm	Deadline for Submitting Questions
November 6, 2017 at 9:00 AM	Deadline to Submit Bids
November 6, 2017 at 10:00 AM	Bid Opening Date I Time

BID responses must be received no later than "Deadline to Submit Bids"

November 6, 2017 at 9 am

**Awarding is good for one year, January 1, 2018 through December 31, 2018. **

Kathy Hardeman, Purchasing Agent, Phone: 636-583-6356

Ann Struttmann, Assistant Purchasing Agent, Phone: 636-584-6279

Email: purchasing@franklinmo.net

Submittal Instructions: Print this BID Packet in its entirety and complete all pages per instructions. Print the SEALED BID LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

BID SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the IFB cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org/bidopps)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A BID

USE THESE FORMS ONLY

_____ IFB Cover page

_____ Contractual Terms and Conditions Acknowledgement (page 5)

_____ Affidavit for Work Authorization is completed and Notarized (page 6&7)

_____ Current, signed W-9 is included in Bid (page 8)

_____ Completed Affidavit of Paid Property Taxes and Notarized (page 9)

_____ Completed Vendor Information Request and Website Information Forms (page 10&11)

_____ Bid Pricing Form completed and signed (page 12)

_____ Certificate of Insurance – See Attachment 3 for Requirements

_____ Certification – Attachment 4

_____ I have one original and two copies that are labeled accordingly

_____ Envelope is sealed and label attached (page 13)

SPECIFIC REQUIREMENTS

1. Contractor must be able to provide Guardrail Repair to the requesting departments, which meet or exceed the specifications contained in this document.
2. The Contractor, when awarded contract, must provide properly executed certificates of insurance prior to signing the contract with the Franklin County Commission. Insurance requirements are detailed in Attachment 3.
3. Franklin County, 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. Franklin County, upon signing the Agreement and within a reasonable period of time shall issue the Notice to Proceed. A written Notice to Proceeds shall be used with each project.
4. Projects shall be located on or along county roads at various locations. A project shall be defined by the road the work is located on.
5. The list of Special Provisions is outlined in Attachment 2.
6. The contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents.
7. Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2017 and will govern the work performed (including testing) where applicable. In all MoDOT Sections, Franklin County Highway Administrator will be substituted for Construction and Materials and the Commission.
8. All hand-held equipment and materials will be considered incidental to the work.
9. If dumping waste, a waste disposal agreement between the property owner and Franklin County Highway Department will need to be filled out and on file at the Franklin County Highway Department Office before removing any waste from the site. Using a known dump or recycler is exempt from this requirement.
10. One (1) week prior to beginning work, the Contractor shall notify the Highway Administrator of the tentative schedule.
11. 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. A list of County observed holidays may be provided upon request.
12. In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard.
13. The successful bidder will be given the opportunity for future projects at various locations within Franklin County. If overruns to contract amounts are needed, the unit prices established in this contract shall be used.
14. 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.
15. A 10% retainage will be held for each project, until all work is satisfactorily completed, this includes final paperwork.
16. All invoices must show purchase order numbers, provided by Franklin County, and the total for each purchase order number listed on each project and the total amount for that project. All final paperwork including final payment shall be submitted to the Highway Administrator within 1 month of final written acceptance of each project. After that period, liquidated damages will apply as noted on the Proposal.

SCOPE OF WORK

This section of the IFB includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Franklin County Entity. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The bidder is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The bidder's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The bidder must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the bidder (if any) in the appropriate section of Pricing, page 12 of IFB.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published in the Vendor Information Packet on the Franklin County Official Website located at:

<http://www.franklinmo.org/bidopps>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

AFFIDAVIT OF PAID PROPERTY TAXES

I certify that _____ (Business name) does not owe any unpaid personal or real estate taxes to Franklin County for either the current tax year or prior years.

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____, I am

Day

Month, Year

commissioned as a notary public within the County of _____, State of _____ and my commission expires on Date _____

Signature of Notary

Date

ATTACHMENT 2

SPECIAL PROVISIONS

Work Description - This work shall consist of placing paint pavement markings.

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.

Period of Performance

If the proposal is accepted, the Contractor 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 per Jobsite:	30
Earliest Beginning Date:	Notice to Proceed
Contract Ends:	December 31, 2018

Liquidated Damages

The Contractor 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 \$100 per working day.

Traffic Control

Traffic Control will be according to the designated diagram from the Manual on Uniform Traffic Control Devices. Traffic control will be paid one (1) lump sum per project.

Mobilization

Mobilization will be the cost to move in, setup, teardown, and leave the site. Mobilization will be paid one (1) lump sum per project.

Guardrail MoDOT Section 606

All guardrail replacements will meet the requirements of MoDOT's Standard Specifications for Highway Construction Section 606.

Waste Materials

The Contractor is responsible for disposing of waste materials.

ATTACHMENT 3

INSURANCE REQUIREMENTS

Insurance

The successful bidder must provide properly executed certificates of insurance prior to signing the contract with the Commission.

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 County from all suits or action of every name and description brought against the County for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.

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

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

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

ATTACHMENT 3

INSURANCE REQUIREMENTS - CONTINUED

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	\$300,000	\$100,000
Each Accident Each Occurrence	\$500,000	\$300,000
Aggregate Each Occurrence	\$1,000,000	\$500,000

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

- a) The insurance evidenced by this certificate cancelled or altered ten (10) days from date of receipt by the County 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.

ATTACHMENT 4

CERTIFICATION

Job Type: **Guardrail Repairs**

Franklin County
400 E Locust Street, Room 206
Union, MO 63084

Hereinafter called the "Commission"

For improving Franklin County roads consisting of **Guardrail Repairs**, hereinafter called the work.

Compliance with Contract Provisions: The Contractor, 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 Contractor submits and attaches to this proposal a proposal guaranty meeting the requirements of the Notice to Bidders.

Contractor's Certification: The Contractor 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 box below, the contractor 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 Sec 108.11 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 Sec 108.11 has occurred or later occurs, any existing contract between the contractor and Highway Department may be subject to immediate termination by the Highway Department without liability for that action.

By marking this box, the bidder states that it, or a principal or affiliate of the bidder, may have committed an act of default, as defined in Sec 108.11, on this bid or within the last seven years.

The Contractor 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 Contractor 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:

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 Contractor or Contractors; 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