

Section 00100 – INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Washington, Missouri (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Clerk at the City of Washington City Hall, 405 Jefferson Street, **until 3:00 o'clock p.m., October 31, 2011, and then publicly opened and read aloud in the City Council Chambers.** The envelopes containing the bids must be sealed, addressed to City of Washington, 405 Jefferson St., Washington, MO. 63090 and designated as bid for City of Washington Team Track – 2010 West Main Street.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities 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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 may withdraw a bid within 30 days after the actual date of the opening thereof.

PRE-BID MEETING

An informative pre-bid meeting will be held on October 19, 2011 at 2:00 P.M. in the City Council Chambers, City of Washington City Hall, 405 Jefferson Street, Washington, MO. 63090.

SITE ACCESS

The site is available for inspection during the bidding period.

Preparation of Bid: Each bid must be submitted on the prescribed bid form and accompanied by bid bond all forms contained in Section 00305, including Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

BIDDING DOCUMENTS

Bidding Documents include, but not limited to the following:

- Information for Bidders
- Bid Forms
- Bonds
- Wage Rates
- EDA documents

CDBG documents
Union Pacific Requirements
Sprint Fiber Optic Line Relocation Requirements
General Conditions
Supplementary General Conditions
Specifications
Drawings
Addenda (if any)

Contractors may obtain documents from the office of Washington Engineering & Architecture, 1301 West Fifth Street, Washington, Missouri 63090. Call 636-239-6550; fax 636-239-5757.

A refundable deposit of \$ 100.00 is required for one full set of plans and specifications.

Documents are also be available, on line, at Washington Engineering & Architecture's web site "w-e-a.com", click on "Contractors / Bids" at the lower left hand corner of the home page.

2. **Subcontracts:** The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract:
 - a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and
 - b. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
3. **Telegraphic Modification:** Not allowed
4. **Qualifications of Bidder:** The Owner may make such investigations as he deems 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 contract and to complete the work contemplated therein. Conditional bids will not be accepted.
5. **Bid Security:** Each bid must be accompanied by a bid bond payable to the Owner for five percent 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 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.

6. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
7. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 327 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions. The anticipated award date is November 7th, 2011, with full completion by September 29th, 2012.
8. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the Architect and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the data fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.
10. Security for Faithful Performance: Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
11. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
12. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a. Inspection and testing of materials
 - b. Insurance requirements
 - c. Wage rates
 - d. Stated allowances

e. Alternates

13. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over included in the contract the same as though herein written out in full.
14. Method of Award - Lowest Qualified Bidder: The Owner will award the contract to the lowest, most responsible and responsive bidder. Responsive in the regard to a valid and correct bid and responsible in regard to financial standing, skill, facilities, capacity, experience, previous work record or any default within the last 12-month period. Inability of any bidder to meet requirements mentioned above may be cause for rejection of his bid.

The Owner reserves the right to reject any or all bids, in whole or part, without compensation or obligation to the bidders and to waiver any or all informalities or information or defect in any bids.

15. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.
 - a. 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), 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. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
 - b. Refer Section 00320 for additional requirements of the Federal Work Authorization Program.
16. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

- d. 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 provide, and 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 which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of 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.
 - e. Refer Section 00700 General Conditions paragraph 44, for additional requirements of the safety training program, including penalties for failing to comply.
17. TAXES: The Owner is exempt from Missouri State and local sales tax. A Missouri State sales tax exemption certificate will be issued to the contractor for the purchase of materials on this project. State and local sales taxes shall not be included in the contractor’s bid.
18. Federal Participation: This project will be partially funded with Federal funds from the U.S. Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.