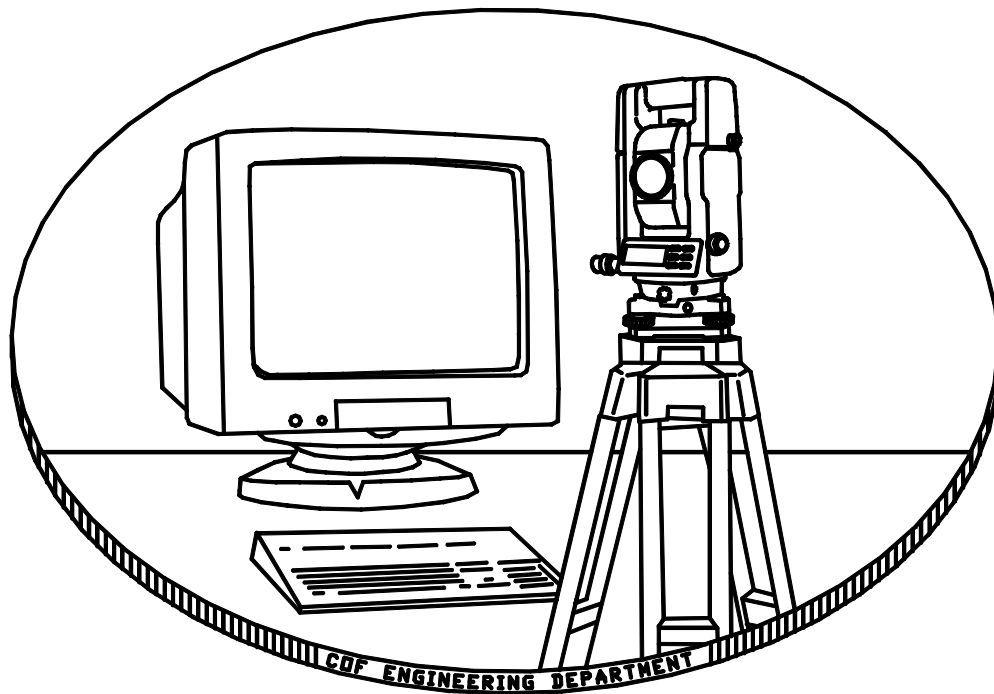


Sewer Evaluation and Rehabilitation Services Specification 2019



CITY OF FULTON
COF 19-04

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Section 1

Notice to Bidders

Sealed bids for Sewer Evaluation and Rehabilitation services will be received until 3:00 p.m. on, August 7, 2019, the time that has been set for the termination of the bidding. Following termination of bidding, bids will be opened at a convenient time in the presence of the Director of Administration and the City Clerk or their designees.

PROPOSAL

The bid shall be enclosed in a sealed envelope, marked:

BID # COF 19-04

AND DELIVERED TO: City Clerk
 City of Fulton
 18 E. 4th. Street
 P.O. Box 130
 Fulton, MO 65251

On or before the time and date set for the termination of the bidding.

Bid will consist of providing the labor, material, and equipment for the installation and construction of the following:

Proposed Work: The intent of the project is to provide the City of Fulton with a “Toolbox” of maintenance and evaluation methods for sewer rehabilitation, evaluation, and/or eliminating groundwater inflow and infiltration in to the City’s collection system. The services shall include but not be limited to cleaning, CCTV Inspection, and annual evaluation and analysis of the sewer system for future rehab planning. The City may also use smoke testing and manhole inspections for further evaluation of the system. Rehabilitation tools may include CIPP, manhole rehabilitation by cementitious coating, chemical injection grouting, Cured-In-Place-Manhole (CIPM) liners or a combination thereof. Other rehabilitation services may include chemical grouting of pipe joints and lateral connections. It is the City’s intent to issue an annual purchase order based on the unit prices in this contract for approximately \$200,000.00 to \$300,000.00, pending yearly budget approval by the City Council. The City will provide a written scope of work for each individual purchase order. Each scope issued may not include all the items listed in this bid. The City does anticipate cleaning, CCTV inspections, and CIPP work to be a service requested each year.

Services shall also include data reports in Access and/or Excel format, that shall allow the City to parse the data provided by the Contractor/Bidder by diameter, type pipe, type and severity of defect, priority of completion, etc. Said report(s) shall also include pertinent information regarding the project, a detailed analysis per line segment of CCTV inspection done that includes severity ratings, likelihood of failure, and indices for both structural and operation and maintenance severity ratings. It must include a summary of all totals noted on the CCTV project, including active and defective taps, likely point repairs, manholes that should be raised to grade, etc. with a budgetary format with estimated unit prices included. It should be further noted that said analysis and reports shall be the basis for future rehabilitation work on the sanitary system and are a critical component of the Contractor’s successful bid. All reports and deliverables (at project end), shall be per NASSCO PACP codes and standards.

Period of Agreement: Each bid shall remain in effect for one (1) fiscal year from the date of the signed agreement to the end of the current fiscal year. Each bidder shall have an option to renew their bid for four (4) additional one (1) year periods on the first day of each subsequent fiscal year. If the Bidder agrees to these renewals, the option to renew shall then be the Owner's (City's). An annual price adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price "CPI-U, All Items" index as published by the US Department of Labor. If the Contractor requests an increase in compensation for a renewal period, the Contractor shall notify the City no less than sixty (60) days prior to the end of the current contract period and shall provide evidence to the satisfaction of the City of the increased costs incurred as per the noted CPI index.

Notice: The City shall notify the Contractor in writing of the intent to exercise the renewal option(s). However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

Quantities and Award: The quantities indicated in the bid schedule are only to establish low bidders for each section and/or total contract and do not represent anticipated quantities and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The intent of the bid schedule is to establish unit prices from the bidder(s) in each section to be used on future purchase orders. The right is reserved to exceed or diminish these quantities in future purchase orders or to omit any one or more items as desired. The items listed in the bid schedule are split into sections by type of service (e.g. CIPP by diameter, liner thickness, etc.). Each section may be awarded separately to the lowest responsive/responsible bidder, but the City's desire is to account for all facets of a Contractor's bid (price, specific experience, expertise, range of services, qualifications, etc.) and award as few separate contracts (if any) as is feasible and/or is in the City's best interest. Additionally, the City reserves the right to award each particular service to a different bidder each purchase order if responsiveness/responsibility issues with the exist.

Compliance with Contract Provisions: The Bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the specifications as published with this bid, revisions and addenda that may be published, hereby proposes to furnish all labor, materials, services, etc. required for the performance and completion of the work.

Prevailing Wage: Contractor will be required to furnish an affidavit of compliance to the City of Fulton stating that he had paid the prevailing wages as set forth in Missouri State Wage Determination and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law, when federal wage rates are applicable and included. See attached Missouri Division of Labor Standards Annual Wage Order.

Anti-Discrimination: The contractor shall accept as his operation policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion, or transfer, recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Cooperative Procurement with Other Jurisdictions: This contract is established as a cooperative purchasing contract, pursuant to Missouri State Statute RSMO Chapter 70, Section

70.220. While this section is optional, it is preferred and agreeing to extend the contract to other public entities, state, city, county, and local government bodies established on behalf of public entities that may purchase the sewer rehabilitation and evaluation services under this contract. However, Contractor shall retain the right to contract with other entities and negotiate mobilization and/or travel or other costs in addition to the stated pricing herein, directly with other entities, in order to cover cost associated with working areas remote to the City of Fulton, Missouri.

Bidder agrees to Cooperative Procurement ____ Yes ____ No Bidder initials _____.

Purchase of American Made Products: The City of Fulton supports the purchase of American made products. Bidders are hereby notified that the City of Fulton shall adhere to the following policy:

- a) Where the cost of an individual product exceeds \$500.00, preference will be given to products manufactured, assembled or produced in the United States when the quality and price are comparable with other goods.
- b) Every contract for public works construction or maintenance in excess of \$1,000 shall contain a provision to use American products in the performance of the contract whenever the quality and price are comparable with other goods.

Withdrawal of Bids: Any bidder may withdraw his bid at any time prior to the scheduled time for termination of the bidding. No bidder may withdraw his bid for a period of thirty (30) days after the scheduled time for termination of bidding.

Rejection of Bids: The owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The owner does not obligate himself to accept the lowest or any other bid nor to award or make the purchase in any definite time.

Sales/Use Tax Exemption: City will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for the City of Fulton, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work.

Itemized Bid: The unit bid prices submitted by the awarded Contractor shall become an attachment to the Contract Agreement. The owner is not liable for any costs incurred prior to the issuance of the Contract Agreement. The bidder should complete the following Itemized Bid Proposal. A unit price shall be submitted for each bid item, in each section set forth in the proposal. Unit prices for future purchase orders shall be the same as the unit prices submitted for the same items included in the this Bid Proposal. The quantities indicated in the bid schedule are only to establish low bidders for each section and do not represent anticipated quantities and are not purchased hereby, nor is the City obligated in any way to purchase the quantities shown. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the

performance and completion of the work for future purchase orders with the submitted unit prices, as follows:

Technical Specifications: Contractors shall submit technical specifications for each bid item with their bid. These specifications will be evaluated by the City of Fulton to determine the most responsive and responsible bidder. It shall be understood the specifications submitted with this bid becomes a part of the contract upon its signing and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

The City knows that protruding laterals and other blockages exist and has therefore asked for heavy and light cleaning bids for CCTV Inspection and Pipe Cleaning. Bidder must define heavy and light cleaning as it relates to remediating protruding laterals, roots, and other blockages to the extent required to accommodate the CCTV inspections and cleaning equipment.

CIPP bids shall include pre-cleaning and inspection work. The work required to remove root masses, debris, protruding laterals, or other blockages from the conduit shall be encumbered in each pipe size CIPP lining price.

Additionally, the contractor shall provide a sample report of the deliverables required by the City with its bid. This/these report(s) shall be in Access and/or Excel format, that shall allow the City to parse the data by the Contractor/Bidder by diameter, type pipe, type and severity of defect, priority of completion, etc. Said sample report(s) shall also include pertinent information regarding the project, a detailed analysis per line segment of CCTV inspection done that includes severity ratings, likelihood of failure, and indices for both structural and operation and maintenance severity ratings. The sample report(s) further must include a summary of all totals noted on the CCTV project, including active and defective taps, likely point repairs, manholes that should be raised to grade, etc. with a budgetary format with estimated unit prices included. It should be further noted that said analysis and reports shall be the basis for future rehabilitation work on the sanitary system and are a critical component of the Contractor's successful bid. All reports and deliverables (at project end), and samples provided thereof, shall be per NASSCO PACP codes and standards.

BID PROPOSAL FORM

FROM: _____

Hereinafter called the Bidder.

TO: City of Fulton
18 East 4th. Street
P.O. Box 130
Fulton, Missouri 65251

Hereinafter called the Owner.

FOR: Sewer Evaluation and Rehabilitation services

Project No. COF 19-04

Hereinafter called "the work."

1. The undersigned, having examined and being familiar with the local conditions affecting the work and with the contract documents including the drawings, the Advertisement for Bids, Instructions to Bidders, Statement of Bidder's Qualifications, General Conditions, Special Conditions and the body of technical specifications, including

Addenda number _____ through _____ inclusive,

as issued by the City of Fulton Engineering Department, hereby propose to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the aforementioned work, as follows:

2. In submitting this bid, it is understood that the right is reserved by the City Engineer, City of Fulton, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of thirty days form the specified time for receiving bids.

3. The Bidder hereby certifies that the following subcontractors will be used in the performance of the work:

Note: Failure to list either the bidder's firm or subcontractors for each category of work identified on the Proposal Form, or the listing of more than one firm for any category without designating the portion of work to be performed by each shall result in rejection for the bid proposal. After bid opening, substitutes of listed firms will not be permitted except as indicated in the General Conditions.

NAME AND ADDRESS OF FIRM	WORK TO BE PERFORMED

4. The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and industrial Relations, State of Missouri, in accordance with Section 290.210 to 290.340 as amended RSMo 1994.

5. The Bidder hereby certifies:
That this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal,

That he has not solicited or induced any person, firm or corporation to refrain from bidding;

That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner,

That he will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in with the performance of the work; and

That all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless said goods are not manufactured, assembled or produced in the United States in sufficient quantities to meet the contract requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements or that obtaining the product manufactured, assembled or produced in the United States would increase the cost of the contract for purchase of the product by more than ten percent.

Dated this _____ day of _____, 20 ____.

IF AN INDIVIDUAL

Name of Individual

Residence Address

Social Security Number

Telephone Number

Firm Name if Any

Address for Communications

Signature

IF A PARTNERSHIP

Name of Partnership

State Names and Residence
Address of all Partners

Partner

Residence Address

Partner

Residence Address

Address for Communications

Federal Tax I.D. Number

Telephone Number

Signature of Either Partner

IF A CORPORATION

Name of Corporation

Incorporated under the laws of the State
of _____

Name and Title of Officer

Corporate License No. _____
(If a corporation organized in a state
other than Missouri, attach Certificate of
Authority to do business in the State of
Missouri)

Signature of Officer

Address for Communications

Federal Tax I.D. Number

Telephone Number

(Seal)

Secretary

(Each bidder must complete the Proposal Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond. Each bidder must supply the data called for in the accompanying "Bidder's Statement of Qualification.")

Itemized Bid Proposal
Evaluation and Rehabilitation of Wastewater Collection System
City of Fulton, Missouri - 2019 Term Bid

Section 1:			Manhole Rehabilitation - Cementitious Coating ((Portland Cement)	Y1
Pay Item	Quantity	U/M	Description	Pricing
1.0	1.0	LS	Mobilization - Manhole Rehabilitation - Cementitious - Per Each Purchase Order	
1.1	50.0	VF	Per Vertical Foot Price, 5' Diameter or Less Purchase Orders 0-49 Vertical Feet	
1.2	100.0	VF	Per Vertical Foot Price Purchase Orders > 50 Vertical Feet	

Section 2:			Manhole Rehabilitation - Cured-In-Place-Manhole Liners	Y1
Pay Item	Quantity	U/M	Description	Pricing
2.0	1.0	LS	Mobilization - Manhole Rehabilitation - CIPM - Per Each Purchase Order	
2.1	10.0	EA	Base Price 0-8 VF for 5' Diameter or Less	
2.2	100.0	VF	For All Vertical Footage > 8 VF	

Section 3:			Manhole Rehabilitation - Injection Grouting (Acrylamide Gel)	Y1
Pay Item	Quantity	U/M	Description	Pricing
3.0	1.0	EA	Mobilization - Manhole Rehabilitation - Grouting -Per Each Purchase Order	
3.1	25.0	EA	Manhole Grouting, 5' Diameter or Less 0-25 EA (60 gallon allowance per MH)	
3.2	50.0	EA	Manhole Grouting, 5' Diameter or Less >25 to 50 EA (60 gallon allowance per MH)	
3.3	100.0	EA	Manhole Grouting, 5' Diameter or Less >50 EA (60 gallon allowance per MH)	
3.4	500.0	GAL	Excess Grout above Allowance	

Section 4:			8" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
4.0	1.0	LS	Mobilization - CIPP - Per Purchase Order (All Diameters on Purchase Order)	
4.1	1.0	LF	8" x 4.5mm CIPP for Purchase Orders ≤ 1,000 LF	
4.2	1.0	LF	8" x 4.5mm CIPP for Purchase Orders >1,000 LF	
4.3	1.0	LF	8" x 6.0mm CIPP for Purchase Orders ≤ 1,000 LF	
4.4	1.0	LF	8" x 6.0mm CIPP for Purchase Orders >1,000 LF	

Section 5:			10" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
5.0	1.0	LF	10" x 4.5mm CIPP for Purchase Orders ≤ 1,000 LF	
5.1	1.0	LF	10" x 4.5mm CIPP for Purchase Orders >1,000 LF	
5.2	1.0	LF	10" x 6.0mm CIPP for Purchase Orders ≤ 1,000 LF	
5.3	1.0	LF	10" x 6.0mm CIPP for Purchase Orders >1,000 LF	
5.4	1.0	LF	10" x 7.5mm CIPP for Purchase Orders ≤ 1,000 LF	
5.5	1.0	LF	10" x 7.5mm CIPP for Purchase Orders >1,000 LF	

Itemized Bid Proposal
 Evaluation and Rehabilitation of Wastewater Collection System
 City of Fulton, Missouri - 2019 Term Bid

Section 6:			12" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
6.0	1.0	LF	12" x 6.0mm CIPP for Purchase Orders ≤ 1,000 LF	
6.1	1.0	LF	12" x 6.0mm CIPP for Purchase Orders >1,000 LF	
6.2	1.0	LF	12" x 7.5mm CIPP for Purchase Orders ≤ 1,000 LF	
6.3	1.0	LF	12" x 7.5mm CIPP for Purchase Orders >1,000 LF	

Section 7:			15" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
7.0	1.0	LF	15" x 6.0mm CIPP for Purchase Orders ≤ 1,000 LF	
7.1	1.0	LF	15" x 6.0mm CIPP for Purchase Orders >1,000 LF	
7.2	1.0	LF	15" x 7.5mm CIPP for Purchase Orders ≤ 1,000 LF	
7.3	1.0	LF	15" x 7.5mm CIPP for Purchase Orders >1,000 LF	

Section 8:			18" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
8.0	1.0	LF	18" x 7.5mm CIPP for Purchase Orders ≤ 1,000 LF	
8.1	1.0	LF	18" x 7.5mm CIPP for Purchase Orders >1,000 LF	
8.2	1.0	LF	18" x 9.0mm CIPP for Purchase Orders ≤ 1,000 LF	
8.3	1.0	LF	18" x 9.0mm CIPP for Purchase Orders >1,000 LF	

Section 9:			21" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
9.0	1.0	LF	21" x 9.0mm CIPP for Purchase Orders ≤ 1,000 LF	
9.1	1.0	LF	21" x 9.0mm CIPP for Purchase Orders >1,000 LF	
9.2	1.0	LF	21" x 10.5mm CIPP for Purchase Orders ≤ 1,000 LF	
9.3	1.0	LF	21" x 10.5mm CIPP for Purchase Orders >1,000 LF	

Section 10:			24" Cured-In-Place-Pipe Lining Sewer Mains	Y1
Pay Item	Quantity	U/M	Description	Pricing
10.0	1.0	LF	24" x 9.0mm CIPP for Purchase Orders ≤ 1,000 LF	
10.1	1.0	LF	24" x 9.0mm CIPP for Purchase Orders >1,000 LF	
10.2	1.0	LF	24" x 10.5mm CIPP for Purchase Orders ≤ 1,000 LF	
10.3	1.0	LF	24" x 10.5mm CIPP for Purchase Orders >1,000 LF	

Itemized Bid Proposal
Evaluation and Rehabilitation of Wastewater Collection System
City of Fulton, Missouri - 2019 Term Bid

Section 11:			Bypass Pumping - For Pumps >3"	Y1
Pay Item	Quantity	U/M	Description	Pricing
11.0	1.0	Day/Occ.	Bypass Pumping Per 1,000 GPM Per Occurrence Per Day	

Section 12:			Lateral Sealing System Rehabilitation - Grouting (Acrylamide)	Y1
Pay Item	Quantity	U/M	Description	Pricing
12.0	1.0	LS	Mobilization - Lateral Grouting Per Purchase Order	
12.1	50.0	EA	Test and/or Seal 4" and 6" Lateral Connections (5 gallon grout allowance)	
12.2	100.0	GAL	Excess Grout Above Allowance	

Section 13:			Service Lateral / Main line Connection Repair (LCR)	Y1
Pay Item	Quantity	U/M	Description	Pricing
13.0	1.0	LS	Mobilization - Service Lateral / LCR Per Each Purchase Order	
13.1	1.0	EA	LCR - 8"-12" Dia. Main, 4" to 6" Dia. Lateral, Up to 24" Long	
13.2	1.0	EA	LCR - 15"-21" Dia. Main, 4" to 6" Dia. Lateral, Up to 24" Long	
13.3	1.0	EA	Lateral Liner & LCR - 8"-12" Dia. Main, 4" to 6" Dia. Lateral, Up to 5' Long	
13.4	1.0	EA	Lateral Liner & LCR - 15"-21" Dia. Main, 4" to 6" Dia. Lateral, Up to 5' Long	
13.5	1.0	LF	Additional Lateral Liner & LCR - 8"-21" Dia. Main, 4" to 6" Dia. Lateral, > 5' Long	
13.6	1.0	EA	Lateral Line Terminating in Manhole, 4"-6" Dia. Up to 5' Long	
13.7	1.0	LF	Additional Lateral Line Terminating in Manhole, 4"-6" Dia. > 5' Long	
13.8	1.0	EA	In-Lateral Transition from 6" to 4" or 8" to 6"	
13.9	1.0	EA	Mainline Manhole Drops 8" to 12"	

Section 14:			Test and Seal Pipe Rehabilitation - Grouting (Acrylamide)	Y1
Pay Item	Quantity	U/M	Description	Pricing
14.0	1.0	LS	Mobilization - Test/Seal Grouting Per Each Purchase Order	
14.1	500.0	EA	8" Testing Per Joint	
14.2	500.0	EA	8" Sealing Per Joint - Injection Grouting (allowance of 2.0 gallons per joint)	
14.3	500.0	EA	10" Testing Per Joint	
14.4	500.0	EA	10" Sealing Per Joint - Injection Grouting (allowance of 2.5 gallons per joint)	
14.5	200.0	EA	12" Testing Per Joint	
14.6	200.0	EA	12" Sealing Per Joint - Injection Grouting (allowance of 3.0 gallons per joint)	
14.7	100.0	EA	15" Testing Per Joint	
14.8	100.0	EA	15" Sealing Per Joint - Injection Grouting (allowance of 3.75 gallons per joint)	
14.9	100.0	EA	18" Testing Per Joint	
14.10	100.0	EA	18" Sealing Per Joint - Injection Grouting (allowance of 4.5 gallons per joint)	
14.11	500.0	GAL	Excess Grout Above Allowance	

Itemized Bid Proposal
Evaluation and Rehabilitation of Wastewater Collection System
City of Fulton, Missouri - 2019 Term Bid

Section 15:			Smoke Testing with X/Y Coordinates of Defects	Y1
Pay Item	Quantity	U/M	Description	Pricing
15.0	1.0	LS	Mobilization - Smoke Testing Per Each Purchase Order	
15.1	20,000.0	LF	Work Orders 0-20,000 LF	
15.2	30,000.0	LF	Work Orders >20,000 to 50,000 LF	
15.3	50,000.0	LF	Work Orders >50,000 to 100,000 LF	
15.4	150,000.0	LF	Work Orders >100,000 LF	

Section 16:			CCTV Inspection and Pipe Cleaning	Y1
Pay Item	Quantity	U/M	Description	Pricing
16.0	1.0	LS	Mobilization - CCTV Inspection and Pipe Cleaning Per Each Purchase Order	
16.1	10,000.0	LF	6" -12" Pipe Light Cleaning and CCTV Inspection - 0-10,000 LF - On Road	
16.2	3,000.0	LF	15" - 18" Pipe Light Cleaning and CCTV Inspection - 0-10,000 LF - On Road	
16.3	10,000.0	LF	6" -12" Pipe Light Cleaning and CCTV Inspection - > 10,000 LF - On Road	
16.4	3,000.0	LF	15" - 18" Pipe Light Cleaning and CCTV Inspection - > 10,000 LF - On Road	
16.5	10,000.0	LF	6" -12" Pipe Heavy Cleaning and CCTV Inspection - 0-10,000 LF - On Road	
16.6	3,000.0	LF	15" - 18" Pipe Heavy Cleaning and CCTV Inspection - 0-10,000 LF - On Road	
16.7	10,000.0	LF	6" -12" Pipe Heavy Cleaning and CCTV Inspection - > 10,000 LF - On Road	
16.8	3,000.0	LF	15" - 18" Pipe Heavy Cleaning and CCTV Inspection - > 10,000 LF - On Road	
16.1	10,000.0	LF	6" -12" Pipe Light Cleaning and CCTV Inspection - 0-10,000 LF - Off Road	
16.2	3,000.0	LF	15" - 18" Pipe Light Cleaning and CCTV Inspection - 0-10,000 LF - Off Road	
16.3	10,000.0	LF	6" -12" Pipe Light Cleaning and CCTV Inspection - > 10,000 LF - Off Road	
16.4	3,000.0	LF	15" - 18" Pipe Light Cleaning and CCTV Inspection - > 10,000 LF - Off Road	
16.5	10,000.0	LF	6" -12" Pipe Heavy Cleaning and CCTV Inspection - 0-10,000 LF - Off Road	
16.6	3,000.0	LF	15" - 18" Pipe Heavy Cleaning and CCTV Inspection - 0-10,000 LF - Off Road	
16.7	10,000.0	LF	6" -12" Pipe Heavy Cleaning and CCTV Inspection - > 10,000 LF - Off Road	
16.8	3,000.0	LF	15" - 18" Pipe Heavy Cleaning and CCTV Inspection - > 10,000 LF - Off Road	

Section 17:			Manhole Inspections with X/Y Coordinates of MH Locations	Y1
Pay Item	Quantity	U/M	Description	Pricing
17.0	1.0	LS	Mobilization - Manhole Inspection Crew Per Each Purchase Order	
17.1	100.0	EA	Manhole Inspection 0-100 each	
17.2	150.0	EA	Manhole Inspection >100 to 250 each	
17.3	150.0	EA	Manhole Inspection >250 to 500 each	

SECTION 2

INSTRUCTIONS TO BIDDERS1. **GENERAL INSTRUCTIONS**

A. **RESPONSIBLE BIDDER:** Any person, firm or corporation submitting a Bid for the work contemplated whose Bid form is complete and regular, free of exclusions or special conditions and has no alternative Bids for any item unless requested in the technical specifications.

B. **RESPONSIBLE BIDDER:** Any person, firm or corporation submitting a Bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

C. **AUTHORIZED EMPLOYEES:** Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

Unauthorized Employees: 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.

D. **EXCESSIVE UNEMPLOYMENT:** The Contract hereby agrees to comply with the provisions of Section 290.550. et seq., of the Revised Statutes of Missouri (hereinafter the "Excessive Unemployment Law" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the Excessive Unemployment Law) in construction or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

E. **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 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 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.

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.

Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

Notice of Penalties for Failure to Provide Safety Training.

Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required.

The penalty described in this Section shall not begin to accrue until the time periods described in have elapsed.

Violations of above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

2. COPIES OF BIDDING DOCUMENTS:

A. Complete sets of the bidding documents, specifications and assorted plans for the proposed work may be examined and obtained from the office of the City Engineer, located in City Hall, 18 E. Fourth St., Fulton, Missouri, 65251.

B. Complete sets of the bidding documents must be used in preparing bids; neither the City nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

3. QUALIFICATIONS OF BIDDERS:

A. To demonstrate qualifications to perform the work, each Bidder shall have on file with the City Engineer a current Contractors Qualification Statement.

B. The successful bidder will be required to have an occupational license with the City of Fulton, Missouri before payment can be made for any work done.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

A. It is the responsibility for each Bidder before submitting a bid to (a) examine the contract documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work. (d) Study and carefully correlate Bidder's observations with the contract documents, and (e) notify the Engineer of all conflicts, errors or discrepancies in the contract documents.

B. **DAMAGE TO OTHER UTILITIES:** The contractor is responsible for notification of all utility companies prior to excavation. The contractor is responsible for the repairing of any damage to all other utilities; including but not limited to, water, gas, sanitary sewer, storm sewers and telephone cables.

Missouri One Call System, Inc. 1-800-344-7483

C. Each bidder, upon request in advance, will be provided access to the site to conduct explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

D. The lands upon which the work is to be performed, right-of-way and easements for access thereto and other lands designated for use by contractor in performing the work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the contractor.

E. The submission of a bid will constitute an incontrovertible representation by bidder that without exception the bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the work.

5. INTERPRETATIONS AND ADDENDA:

A. Any questions pertaining to these contract documents, plans or specifications for this project should be directed to Steve Gohring, Engineering Technician at the following number: (573) 592-3111.

B. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

C. Addenda may also be issued to modify the bidding documents as deemed advisable by the Engineer.

D. The City reserves the right to reject any or all bid proposals and to waive technicalities.

6. BID SECURITY: **NO BID SECURITY REQUIRED FOR THIS BID**

A. Each bid must be accompanied by bid security made payable to the City of Fulton for 5 percent of the total amount of the bid. A certified or bank check may be used in lieu of a Bid Bond.

B. The Bid security of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security, whereupon the bid security will be returned. If the successful bidder fails to execute and deliver the agreement and furnish the required contract security within ten (10) days after the Notice of Award, the City may annul the Notice of Award and the bid security of that bidder will be forfeited.

7. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

A. The contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City Engineer. This should include a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor; for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

B. No subcontract shall under any circumstances relieve the contractor or his surety of his liability and obligation under the contract, and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.

C. If approval is given for subletting work, the contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The contract value of items so designated as specialty items in the contract by the special

provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

D. No subcontractor may further subcontract any of his work.

8. BID FORM:

A. The bid form is included with the bidding documents; additional copies may be obtained from Engineer.

B. All blanks on the bid form must be completed in ink or by typewriter. The bid price of each item on the form must be stated in numerals.

C. Bids by corporation must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

D. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

E. All names must be typed or printed below the signature.

F. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which must be filled in on the bid form).

G. The address and telephone number for communications regarding the bid must be shown.

9. SUBMISSION OF BIDS:

A. Bids shall be submitted at the time and place indicated in the notice to contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted) and name as well as the address of the bidder and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

B. Prospective bidders are to return the bid bond documents completed in accordance with these instructions. This document will be considered as part of the complete contract documents.

C. Each bid shall include a completed notarized anti-collusion statement.

10. OPENING OF BIDS:

A. Bids will be opened and the total amount of the bid read aloud publicly. An abstract of the individual bid items of the base bids and major alternatives (if any) will be made available to bidders 48 hours after the opening of bids.

11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

A. All bids will remain subject to acceptance for sixty (60) days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the bid security prior to that date.

12. AWARD OF CONTRACT:

A. The City reserves the right to reject any and all bids to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive, unbalance or conditional bids. Also, the City reserves the right to reject the bid of any bidder it believes would not be in the best interest of the City to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Engineer. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

B. In evaluating bids, the Engineer will consider, the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

C. In addition, the Engineer may consider the qualifications and experience of any subcontractors, suppliers, or other persons or organizations proposed for those portions of the work as to which the identity of subcontractors, suppliers, or other persons or organizations must be submitted as provided in the supplementary conditions. The Engineer may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

D. The Engineer may conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers and other persons an organizations to perform and furnish the work in accordance with the contract documents to City's satisfaction within the prescribed time.

E. If the contract for this project is to be awarded, it will be awarded on the basis of the bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified bidder whose evaluation indicates to the City that the award will be in the best interest of the project and the City.

F. If the contract is to be awarded, the Engineer will give the successful bidder a Notice of Award within sixty (60) days after the date of the bid opening.

G. Determination of the lowest and most responsible bidder shall be at the City's discretion based upon its knowledge and experience with this type of project.

13. CONTRACT EXECUTION DURING CONSTRUCTION:

A. After a contract is awarded, any change in the scope of work must have prior approval of the City.

B. The contractor will be required to furnish all Certificates of Compliance before final payment will be made.

14. NONDISCRIMINATION:

A. The contractor shall accept as his operation policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

PROJECT NOTES

Note 1:

Bidder agrees that payment will be as follows: On the 20th day of each month, the contractor shall submit a Request for Payment to the City Engineer's Office for the work performed during the month. The City Engineer shall have ten (10) days in which to approve or disapprove all or portions of the pay request. The contractor shall be paid an amount equal to the value of work submitted and approved less a retained amount of 10 percent until construction is complete. Up to 50 percent of the value of the materials received on site by providing a copy of the invoice(s) marked paid by the supplier. The balance of unit cost will be paid when installed in accordance with the monthly payment plan described above.

Note 2:

The undersigned agrees that if awarded the contract for the work, the contract will be signed and satisfactory bond filed within ten (10) days after award.

Note 3:

It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4:

In submitting this bid, it is understood that the right is reserved by the City of Fulton to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5:

In accepting this contract, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Fulton or any of its boards or agencies, and that no salaried officer or employee of the City has any financial interest, direct or indirect, in this contract.

SPECIAL JOB PROVISIONS

1. **SPECIFICATIONS:** All construction shall conform to plans and specifications available in the office of the City Engineer.
2. **PREVAILING WAGE:** Contractor will be required to furnish an affidavit of compliance to the City of Fulton stating that he had paid the prevailing wages as set forth in Missouri State Wage Determination and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law, when federal wage rates are applicable and included. See attached Missouri Division of Labor Standards Annual Wage Order.

It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor and subcontractor's work force will be made at random to verify that the prevailing wage rate is being paid.

3. **COMPLETION TIME:** The contractor's attention is directed to the fact that this construction must be completed on time as specified; random scheduling of the operation by the contractor will not be tolerated. The City Engineer has final authority to determine if the contractor is progressing in a prudent manner and at the Engineer's discretion can require the contractor to proceed with construction.
4. **LIQUIDATED DAMAGES:** Failure or delay in completing work on time as specified or such additional time as may be allowed by the Engineer under the contract, the amount of liquidated damages to be recovered and withheld shall be as follows:

Liquidated damages per day \$ _____

No time extension will be granted for delays caused by utility conflicts, excavations due to changing rock or excavation quantities, or contractor scheduling.

5. **SUBCONTRACT:** If the contractor elects to subcontract a portion of this project, then the prime contractor shall assure that the subcontractor does not subcontract a portion of his contract. Subcontractors must be approved by the City prior to commencing any work.
6. **CITIZENS CLAIMS:** In the event that a citizen makes a claim against the contractor or subcontractor, then the contractor shall do the following:
 - A. Investigate a claim when notified by a citizen or the City of Fulton.
 - B. Within a reasonable period of time after completing the investigation, the contractor shall notify the person making the claim that the contractor is approving or denying the claim or a part thereof. The City shall receive a copy of the notification.

- C. Citizen claims shall not be denied for frivolous reasons. In the event the City of Fulton determines after notification by citizen that the contractor has failed to comply with the above provisions and after notifying the contractor and determining that the contractor has failed to comply with the above provisions, the City of Fulton may, in its discretion, withhold payment to the contractor until the provisions set forth above are complied with.
7. **SUPERVISION:** The contractor shall be required to have a superintendent or responsible foreman on the project at all times when construction is in progress.
 8. **CLEAN UP:** The contractor will be required to clean up the project area after construction is completed.
 9. **SALES/USE TAX EXEMPTION:** City will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for the City of Fulton, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work.

SECTION 3

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter
called (Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Fulton, 18 E. 4th. Street, P.O. Box 130, Fulton, Mo. 65251, hereinafter called OWNER, in the 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, 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 apart hereof for the Sewer Evaluation and Rehabilitation services, COF 19-04.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension 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 all insurance premiums on said work, and for all otherwise, 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 the work to be performed thereunto or the specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice or any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this

_____ day of _____, 20 ____.

ATTEST:

Principal Secretary

(SEAL)

Principal

By _____(s)

Witness as to Principal

(Address)

Address

ATTEST:

Witness to Surety

(Address)

Surety

By _____
Attorney in Fact

(Address)

NOTE: Date of bond must not be prior to date of contract. If contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Fulton, 18 E. 4th. Street, P.O. Box 130, Fulton, MO 65251, hereinafter called OWNER, in the 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, 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 apart hereof for the Sewer Evaluation and Rehabilitation services, COF 19-04.

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 guarantee period, and if he 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 the WORK to be performed thereunto 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 the contract or to the WORK or to the SPECIFICATIONS.

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 3 counterparts, each one of which shall be deemed an original, this the

_____ day of _____, 20____.

ATTEST:

Principal Secretary

(SEAL)

Principal

By _____(s)

(Address)

Witness as to Principal

(Address)

Surety

By _____

Attorney in Fact

(Address)

ATTEST:

Witness to Surety

(Address)

NOTE: Date of BOND must not be prior to date to Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where PROJECT is located.

STATE OF _____)
) ss
COUNTY OF _____)

AFFIDAVIT

Unauthorized Alien

(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 authority, personally appeared

_____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the

_____ 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 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 services contracted between Contractor and _____:

Project: _____

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

Further, Affiant saith not.

[SIGNATURE]

[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

My Commission Expires:
State of Missouri
Commissioned in _____ County
Commission #

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, and the Department of Homeland Security - Verification Division.

ANTI-COLLUSION STATEMENT

STATE OF _____)
)
COUNTY OF _____)

SS.

City of Fulton Sewer Evaluation and Rehabilitation services #COF 19-04.

_____ being first
Name of person signing
duly sworn, deposes and says that he/she is _____
Title of person signing
of _____

Name and address of Company

and that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____ 20____.

Notary Public

My Commission Expires _____

INSURANCE REQUIREMENTS

The contractor shall secure, and maintain throughout the duration of this contract insurance of such types and in such amounts as may be necessary to protect himself and City of Fulton against all hazards or risks of loss as hereinafter designated and specified. The form and limits of such insurance, together with the underwriter thereof shall be approved by the City of Fulton but, regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times. Failure of the contractor to maintain such coverage shall not relieve him of any contractual responsibility of obligation.

If a part of the contract work is to be sublet, the contractor shall:

- a. Cover any and all subcontractors in his insurance policies, or
- b. Require each subcontractor not so covered to secure insurance, which will protect said subcontractor against all applicable hazards or risks of loss designated herein
...and...
- c. Subcontractors must also provide to the City of Fulton, all Insurance certificates and hold harmless agreements as presented hereunder.

The contractor (and sub-contractors) shall furnish to the City of Fulton a certificate of insurance (COI) verifying such required coverage and endorsing the City of Fulton, Missouri its officers, commissions, employees and agents as “additional insured” as pertains to this contract. This inclusion shall not make the City of Fulton joint ventures with the contractor in its operations hereunder. Certificates of insurance must also be endorsed by the issuing insurance company.

The certificate holders on the certificate of insurance shall read as follows:

*City of Fulton, Missouri
Attn: Assistant to the Director of Administration
18 East Fourth Street
Fulton, Missouri 65251*

Such certificate shall state that thirty (30) days written notice will be given the City of Fulton before any policy covered thereby is changed or canceled.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Fulton shall apply in *excess* of and not contribute with insurance provided by policies identified in these contract documents.

If the contractor maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the contractor.

1. Workers’ Compensation and Employers Liability Insurance.

This insurance shall protect the contractor against any and all claims brought under the Workers’ Compensation Law for the state or states involved in work performed under this contract. It shall also protect the contractor against claims for injury to, disease or death of workers engaged in work under this contract which, for any reason may not fall within the provisions of the Workers’ Compensation Act. The policy shall include an “All States” endorsement.

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident

2. Comprehensive General Liability Insurance.

Comprehensive and commercial insurance shall protect the contactor and additional insured against any and all claims arising from injuries to members of the public or damage to property of others arising out of any actor omission of the contractor, his performance of work for and in connection with the contract.

The property damage liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

Liability limits for general liability insurance coverage under this policy shall be not less than the following:

Bodily Injury/Property Damage	\$1,000,000 each occurrence
Combined-Single Limit	\$2,000,000 general aggregate

3. Comprehensive Business Automobile Liability Insurance.

This insurance, to be of the comprehensive form, shall protect the contractor and additional insured against any and all claims for injuries to members of the public and damage to property of others arising from the use of automobiles and trucks in connection with the performance of work under this contract and shall cover the operation on or off the site of the work of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired by the contractor.

Liability limits for automobile liability insurance coverage under this policy shall be not less than the following:

Bodily Injury/Property Damage	\$1,000,000
Combined-Single Limit	\$1,000,000

HOLD HARMLESS AGREEMENT

Contract Description: _____

Contract Period: _____

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the City of Fulton, its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of the City of Fulton or any of its agents or employees.

Provided the City of Fulton has paid CONTRACTOR all sums then earned by an payable to CONTRACTOR under this Contract (exclusive of any retention amounts properly withheld under the terms of this Contract), CONTRACTOR shall indemnify and hold the City of Fulton harmless from all suits, claims, damages, costs, expenses and fees (including attorneys' fees and litigation or mediation costs), actual or threatened, arising out of or related to any action actually filed or threatened by supplier or subcontractor, directly or indirectly, of CONTRACTOR, or by any agent or employee of any of them, stemming from any labor, materials or work furnished by that claimant for CONTRACTOR or any supplier or subcontractor, directly or indirectly, of CONTRACTOR. The City of Fulton may investigate and, in its sole discretion, reach a good faith settlement of each such cause of action, and in such event, the foregoing indemnity and hold harmless provisions shall extend to the settlement amounts paid by the City of Fulton to the claimant to settle the claim. Any amounts due or to become due the City of Fulton under this paragraph shall be automatically credited against any amounts otherwise to be paid to CONTRACTOR under the contract documents. In the alternative to settling an actual or threatened claim directly with the claimant, the City of Fulton may issue a check payable jointly to the CONTRACTOR and the claimant for the amounts determined by the City of Fulton in good faith to be paid to settle the claim in which case the amount of the joint check shall be credited against the contract price.

CONTRACTOR also agrees to pay for any damages to the premises and equipment caused by use or negligence, excluding normal wear and tear of the premises or equipment.

CONTRACTOR agrees to notify the City of Fulton of any damages or hazardous conditions immediately, and to immediately discontinue use of the equipment or premises until the condition can be corrected.

City of Fulton Representative: _____ Date: _____.

Contractor Representative: _____ Date: _____.

SECTION 4

CONTRACT FOR PUBLIC WORK

Project No. COF 19-04

This Contract is made and entered into this _____ day of _____, 2019, by and between the City of Fulton, Missouri, (City), and _____.
(Contractor)

Whereas, the City Council of the City of Fulton, Missouri did on _____, 2019 award to the Contractor the bid for the Sewer Evaluation and Rehabilitations services - COF 19-04.

NOW, therefore, for and in consideration of the awarding of this contract and the work there under by the City to the contractor.

Therefore, the contractor does hereby contract and agree to do and perform said work, above specified and referred to, for the sum of \$_____ and to accept in payment therefore: Monies from the treasury of the City, upon acceptance of said work by the City Council of the City.

The quantities, unit prices, and total amounts are as shown in the itemized Proposal attached hereto as Proposal COF 19-04. Upon completion of the work, adjustments in the contract price shall be made according to actual measurements and at the price shall be per unit specified in the Contract.

It is agreed and understood by the parties hereto, that this Contract is entered into subject to all existing ordinances of the City of Fulton pertaining to the work awarded and subject to the Plans and Specifications and estimates of the costs for work on file in the office of the City Clerk, and which shall be considered a part of this Contract; that all questions arising as to the proper performance of this Contract of such work in accordance with the Plans and Specifications therefore, and estimates thereof, shall be decided by the City Engineer of the City of Fulton, Missouri, or by such competent person appointed by the Mayor and the City Council of the City of Fulton to supervise and superintend such work in the place of and instead of such City Engineer.

That in the case of improper construction, the City reserves the right at any time to suspend, re-let or order an entire reconstruction of the work; that Contractor agrees to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project by the time allotted as agreed to by the City and contractor at the time of the contract award. The City reserves the right at any time to suspend, re-let or order an entire reconstruction of the work awarded and to declare the Contract forfeited, but such suspension, re-letting or reconstruction or forfeiture shall not affect the right of the City to recover all damages and penalties accruing or due it by reason of the Contractor's non-compliance with the Contract. Liquidated damages of \$_____ per day will be assessed against the Contractor for each day the work remains incomplete following the completion date or extension thereof.

The Contractor agrees to pay all classes and crafts of labor used in the performance of this Contract the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations and Contractor acknowledges that he knows the prevailing hourly rate of wages for all the classes and crafts of labor to be used in the performance of this Contract because he has obtained the prevailing hourly rate of wages from the contents of the **Annual Wage Order No. 26**, Section 014, for Callaway County, in which the rate of wages are set forth.

The Contractor further agrees that he will keep an accurate record showing the names and occupation of all workmen employed by them in connection with the work to be performed under the terms of this Contract. Record shall show the actual wages paid to said workmen in connection with the work to be performed under the terms of this Contract. Contractor further agrees that the aforementioned accurate record shall be available and open at all reasonable hours for the inspection by the City Engineer or any other authorized employee of the City. In compliance with the Prevailing Wage law, Section 290.262.10 RSMo, not less than the prevailing hourly rate of wages in the Fulton area shall be paid to all workers performing work under this Contract. The Contractor shall forfeit to the City Ten Dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under said Contract, by him or any subcontractor under him.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____, day of
_____, 20_____.

CITY OF FULTON, MISSOURI

By _____
Lowe Cannell, Mayor

ATTEST:

Courtney Crowson, City Clerk

Contractor

By _____

ATTEST:

NOTICE OF AWARD

To:

Project Description: Sewer Evaluation and Rehabilitation services COF 19-04.

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 2019 and the Information for Bidders.

You are hereby notified that your Bid for Sewer Evaluation and Rehabilitation services has been accepted for items in the approximate amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreements and to furnish said bonds within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____th day of _____, 2019.

Owner: City of Fulton

By: _____

Name: Kyle Bruemmer, P.E.

Title: Interim City Engineer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Contractor: _____

this the _____ day of _____, 20____.

By: _____

Title: _____

NOTICE TO PROCEED

To:

Date: _____

Project: Sewer Evaluation and Rehabilitation services - COF 19-04.

You are hereby notified to commence work on the Sewer Evaluation and Rehabilitation services in accordance with the Agreement dated _____, 2019 on or before _____, 2019, and you are to complete the work no later than _____, 20____.

City of Fulton

By _____
Interim City Engineer

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the NOTICE TO PROCEED is hereby acknowledged

Contractor: _____

this the _____ day of _____, 20 ____.

By: _____

Title: _____

INSERT CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER

Order No.

Date:

Agreement Date:

NAME OF PROJECT: Sewer Evaluation and Rehabilitation services

OWNER: City of Fulton

CONTRACTOR:

The following changes are hereby made to the Contract Documents:

Justification:

CHANGE TO CONTRACT PRICE:

Original Contract Price \$

Current Contract Price adjusted by previous Change Order \$

The Contract Price due to this Change Order will be (increased/decreased) by \$

The new Contract Price including this Change Order will be \$

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

APPROVALS REQUIRED:

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Owner: _____

Engineer: _____

Contractor: _____

Federal Agency Approval (where applicable): _____

CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS

TO: City of Fulton
P.O. Box 130
Fulton, MO 65251

Project Name: Sewer Evaluation and Rehabilitation services

Project No.: C.O.F. 19-04

Project Location FULTON, MISSOURI

Date: _____, 2019

The undersigned hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the City of Fulton arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write “None”. If required by the City of Fulton, the Contractor shall furnish bond satisfactory to the City of Fulton for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:

- 1. Contractor’s Release or Waiver of Liens, conditional upon receipt of final payment.

Address:

- 2. Separate Releases or Waivers of Liens from Sub-

_____ contractors and material and equipment suppliers, to the extent required by the City of Fulton,

By: _____ accompanied by a list thereof.

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

Notary Public: _____

My Commission Expires: _____

SECTION 5

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 014
CALLAWAY 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 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CALLAWAY County

Section 014

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$62.43
Boilermaker		\$24.58*
Bricklayer		\$47.47
Carpenter		\$44.11
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$24.58*
Plasterer		
Communications Technician		\$50.12
Electrician (Inside Wireman)		\$50.12
Electrician Outside Lineman		\$24.58*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.58*
Glazier		\$24.58*
Ironworker		\$60.07
Laborer		\$50.25
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$48.05
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$55.75
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$36.63
Plumber		\$66.67
Pipe Fitter		
Rofer		\$46.11
Sheet Metal Worker		\$51.39
Sprinkler Fitter		\$24.58*
Truck Driver		\$24.58*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

**Annual Incremental Increase

ANNUAL WAGE ORDER NO. 26

3/19

Heavy Construction Rates for
CALLAWAY County

Section 014

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$24.58*
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$24.58*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$44.80
General Laborer		
Skilled Laborer		
Operating Engineer		\$58.05
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.58*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

**Annual Incremental Increase

ANNUAL WAGE ORDER NO. 26

3/19

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION 6

INSERT BIDDERS TECHNICAL SPECIFICATIONS

Technical Specifications: Bidder shall submit technical specifications for each bid item with their bid. These specifications will be evaluated by the City of Fulton to determine the most responsive and responsible bidder. It shall be understood the specifications submitted with this bid becomes a part of the contract upon its signing and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

The City knows that protruding laterals and other blockages exist and has therefore asked for heavy and light cleaning bids for CCTV Inspection and Pipe Cleaning. Bidder must define heavy and light cleaning as it relates to remediating protruding taps, roots, and other blockages to the extent required to accommodate the CCTV inspections and cleaning equipment.

CIPP bids shall include pre-cleaning and inspection work. The work required to remove root masses, debris, protruding laterals, or other blockages from the conduit shall be encumbered in each pipe size CIPP lining price.

Additionally, the contractor shall provide a sample report of the deliverables required by the City with its bid. This/these report(s) shall be in Access and/or Excel format, that shall allow the City to parse the data by the Contractor/Bidder by diameter, type pipe, type and severity of defect, priority of completion, etc. Said sample report(s) shall also include pertinent information regarding the project, a detailed analysis per line segment of CCTV inspection done that includes severity ratings, likelihood of failure, and indices for both structural and operation and maintenance severity ratings. The sample report(s) further must include a summary of all totals noted on the CCTV project, including active and defective taps, likely point repairs, manholes that should be raised to grade, etc. with a budgetary format with estimated unit prices included.

It should be further noted that said analysis and reports shall be the basis for future rehabilitation work on the sanitary system and are a critical component of the Contractor's successful bid. All reports and deliverables (at project end), and samples provided thereof, shall be per NASSCO PACP codes and standards.