



CITY OF FARMINGTON
110 West Columbia
Farmington, Missouri 63640
573.756.1701

STANDARD INSTRUCTIONS FOR BIDDERS FOR PUBLIC WORKS PROJECTS

1. Receiving Bids. Bids will be received by the City Public Works Director, of the City of Farmington, Missouri, at the Public Works Office, 12 South Franklin Street, Farmington, Missouri, 63640 until **11:00 A.M., local time, on Tuesday, March 7, 2023**, and at that time will be publically opened and read.

Each BID must be submitted in a sealed envelope, addressed to the Public Works Director and must be plainly marked as **2023 Asphalt Street Improvements** and bear the bidders name and address on the outside of the sealed envelope. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Public Works Director, 12 South Franklin Street, Farmington, MO 63040.

All BIDS must be made on the BID FORM in the contract included in the bid package, with all blank spaces for BID prices filled in, in ink or typewritten, fully completed and executed when submitted. One (1) copy of the BID FORM is required. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids. Bids received by facsimile or e-mail will not be considered valid.

2. Right to Reject Bids. The CITY may consider invalid any bid not prepared and submitted in accordance with the provisions hereof, and may waive any irregularities, or reject any and all bids.
3. Withdrawing of Bids. Any bid may be withdrawn prior to the schedule time for the opening of bids or authorized postponement thereof. Each bidder by making his bid represents that he has read and understands the bid documents and that he has familiarized himself the local conditions and specifications under which the work is to be performed.
4. Interpretations and Addenda. No interpretation of any plans, specifications, or other condition will be made verbally to any bidder. Every such request for interpretation shall be made in writing via e-mail to llacy@farmington-mo.gov, and shall be made not less than five business days prior to the scheduled bid opening. Any and all

interpretations, or addenda to the specifications, will be made in writing to all plan holders via e-mail or personal delivery not less than two days prior to the scheduled bid opening.

NOTE: For Bid Bond and Performance Bond purposes, assume this contract will have an estimated value of \$175,000.00.

5. Bid Bond. All bids for projects exceeding \$100,000 will be accompanied by a bid bond payable to the CITY, or a cashier's check issued by a solvent bank, for five percent (5%) of the total amount of the bid, including all bid alternates. Bid bonds will be returned to all unsuccessful bidders upon notification of award to the successful bidder. Bid bond will be returned to the successful bidder upon receipt of the executed contract and payment and performance bond.
6. Payment and Performance Bond. The successful bidder for all projects exceeding \$50,000 will be required to furnish a surety bond, or bonds, as security for faithful performance of the contract and for the payment of all firms or persons performing labor or furnishing materials for the work performed under the contract. The surety on such bond, or bonds, shall be a surety company satisfactory to the CITY.
7. Compliance with Prevailing Wage. The CONTRACTOR shall pay wages not less than the prevailing wage for the type of work performed under this agreement as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. The CONTRACTOR further agrees to comply with Prevailing Wage Laws as prescribed in Section 290.290 RSMo, and to ensure compliance with the aforementioned statutes by all sub-contractors performing work under this agreement. The CONTRACTOR will pay the CITY as and for liquidated damages, one-hundred dollars (\$100.00) per day, or portion of day, if a worker is paid less than the prevailing rate for any work done under the contract by the CONTRACTOR or by any subcontractor.
8. Unauthorized Alien Affidavit and E-Verify. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state to a business entity (contractor), the business entity 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 with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized illegal alien in connection with the contracted services, per RSMO 285.530. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required to the state and any

political subdivision of the state with which it contracts, on an annual basis. Prior to the award of the bid, the selected contractor must complete and have notarized the attached "Affidavit of Work Authorization" and return it to the CITY.

9. Health and Safety of Employees. In accordance with RSMO 292.675 any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA of a similar program which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded twenty days to produce such documentation before being subject to removal from the project.

The Contractor will forfeit a penalty to the CITY of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, or each calendar day, or portion thereof, such employee is employed without the required training.

10. Qualifications of Bidders. The CITY may make such investigations as deemed necessary to determine the ability of the any bidder to perform the work, and the bidder shall furnish the CITY with all such information for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that said bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
11. Worker's Compensation Insurance. The Contractor shall be required to provide proof of Worker's Compensation Insurance and maintain said insurance during the performance of the work prescribed in this agreement. The Contractor shall be further required to provide proof of Worker's Compensation Insurance for all sub-contractors performing work under this agreement. In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the CITY may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the CITY harmless from any and all damages it sustains as a result of the Contractor's failure to maintain Worker's Compensation Insurance coverage.

12. Public Liability and Property Damage Insurance. The Contractor shall be required to furnish Public Liability and Property Damage Insurance with coverage to name and protect the CITY and the Contractor from all claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from work performed under this agreement, whether such claim be a result of actions by the Contractor or any sub-contractor performing work under this agreement. The insurance policy shall be not less than \$1,000,000 personal injury per occurrence and not less than \$1,000,000 aggregate property damage. In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under, the CITY may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the CITY harmless from any and all damages it sustains as a result of the Contractor's failure to maintain insurance coverage.
13. Lien Waivers. The contractor will be required to provide a lien waiver from the contractor, all subcontractors, and all material providers performing work or providing materials under this contract prior to receiving the 5% payment retainage for this contract.
14. State and City Licenses. All contractors or sub-contractors performing work under this contract will be required to provide evidence of valid licenses as required by the State of Missouri and the CITY.
15. Method of Award. The CITY will award this contract based on the lowest bid and best qualified bidder. When selecting the lowest bid and best qualified bidder, the CITY may consider contract participation by local companies and the effect of the contract award on local employment.
16. Bids Exceeding Available Funds. The CITY may reject any and all bids if the lowest and best bid exceeds available funds for the project. The CITY may select the lowest and best bidder to negotiate a lower bid based on value-engineering or reduction of project scope.