



INFORMATION FOR BIDDERS
2024 STREET RESURFACING
February 7th, 2024

PUBLIC NOTICE. Sealed bids will be received by the Public Works Director of the City of Cassville, Missouri, at City Hall, 300 Main Street, Cassville, Missouri, 65625, until **2:00 p.m., local time, on March 1st, 2024**, for the construction of asphalt resurfacing and related services on city streets and facilities. No bid may be withdrawn within a period of 30 days after the date fixed for opening. Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. The City reserves the right to reject any and all bids, to waive informalities, and to reject nonconforming, non-responsive or conditional bids. Specifications may be obtained from the Public Works Director at (417) 847-4441.

Instructions to Bidders and Contractual Terms

For proper consideration bids must be submitted in a sealed container, mailed or hand delivered to the address stated above, prior to the published due date and time. The exterior of the container should reference the specific bid (i.e. 2024 Street Resurfacing).

Bidders are instructed to submit their bid using the bid response page contained herein along with these executed documents found immediately following the bid response page:

- E-verity Affidavit and documentation of participation

In determining the “lowest and best responsible bidder”, in addition to prices, the following shall be considered:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- The character, integrity, reputation, judgement, experience and efficiency of the bidder
- The quality performance of previous contracts of services
- The previous and existing compliance of the bidder with laws and ordinances relating to the contract or service
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service
The quality, availability and adaptability of the supplies, or contractual service to the particular use required
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
- The number and scope of conditions attached to the bid

A bid bond is not required.

Performance and Payment Bonds are required.

A sample contract is included within this IFB; Bidders are directed to closely review all terms and conditions contained therein. As noted in the bid certification, submission of a bid is acknowledgement and acceptance of such contractual terms.

For all bid awards or estimated contract values exceeding \$75,000, the Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of

workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations as published in AWO 30 for Barry County, Missouri. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. After completion of the work and before final payment can be made under this Contract, the Contractor must file with the City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.

The City will provide the contractor with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for Cassville, 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.

General Conditions

MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

METHOD OF PAYMENT

The method of payment shall be as stipulated in the bid submittal (lump sum or unit pricing) and based on installed and accepted quantities.

TIME TO COMPLETION

The contractor can schedule the work to best suit their needs provided:

- All work is completed prior to October 31st, 2024
- A minimum of two days' notice is provide prior to the initiation of work

Asphalt Overlay Specifications

SUMMARY OF WORK

The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SEQUENCE OF OPERATION

"Schedule of Estimated Quantities" is a listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. Except as specified, the contractor may organize this schedule to effect the most efficient paving order with final approval by the City.

SURFACE/SUBSURFACE PREPARATION

The City shall be responsible for the preparation of streets including removal and replacement of sub-grade and surface failures or crack sealing as may be prudent. The Contractor shall be responsible for sweeping and removal of all loose surface material. The Contractor shall diligently inspect the work area prior to commencing

resurfacing operation and provide affirmative notice to the City of any area(s), which they believe are not suitably prepared for the contracted work.

RIGHT-OF-WAY

All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete or bituminous material from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way, which were damaged due to the paving process.

TRAFFIC CONTROL

The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines, to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for a sufficient period to prevent scuffing or flushing of the asphalt surface.

UTILITY PROTRUSIONS

All projects will be coordinated with the Public Works Department to allow water and sewer facilities to be prepared for street resurfacing. Any utility protrusion not prepared for a change in grade may be paved over however the location of the utility opening must be recorded by the Contractor and protected from tack oil and asphalt with a heat resistant sheet. The Contractor shall notify the department 48 hours prior to any work being scheduled.

TACK COAT APPLICATION

Tack coat shall be an anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day.

There shall be no separate pay item for tack coat, the contractor's expense for this ancillary work must be incorporated into the unit price for asphalt overlays.

LEVEL COURSE OR WEDGED LIFTS

A level course or wedge lifts may be necessary on various streets as prescribed by the director or his/her agent. All level courses or wedge lifts shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1 1/2" depending on the depth of the depressed area. In areas where more than 1 1/2" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving.

Asphalt laid adjacent to gutter lines shall meet the existing grade unless the engineer waives this requirement. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative.

Level courses or wedged lifts shall be BP-2 mix design and will be paid at the unit price for asphalt overlay.

SHALLOW MILLING

The contractor shall mill areas to a minimum depth of 1 ½" for butt joints when designated by the Director. There shall be no separate pay item for shallow milling, the contractor's expense for this ancillary work must be incorporated into the unit price for asphalt overlays.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY

If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS

Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F; (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

ASPHALT MIX DESIGN AND CONSTRUCTION

Bituminous pavement shall meet MoDOT specifications for BP-2 to include allowable content for reclaimed asphalt pavement and asphalt shingles. Construction methods and compaction shall generally meet MoDOT and industry standards for placement and compaction to include Tack Coat applications.

Accepted quantities of asphalt constructed in place will be paid at the bid/contract price. No direct payment will be made for surface preparation, QC, hauling, etc.

COLD MILLING 3" OR LESS

Equipment performance standards, construction methods and ancillary work requirements for cold milling of existing pavement to a maximum depth of 3" shall generally comply with Section 622.10 of MoDOT standard specifications. Cold milling shall be completed to a depth equal to the subsequent asphalt overlay.

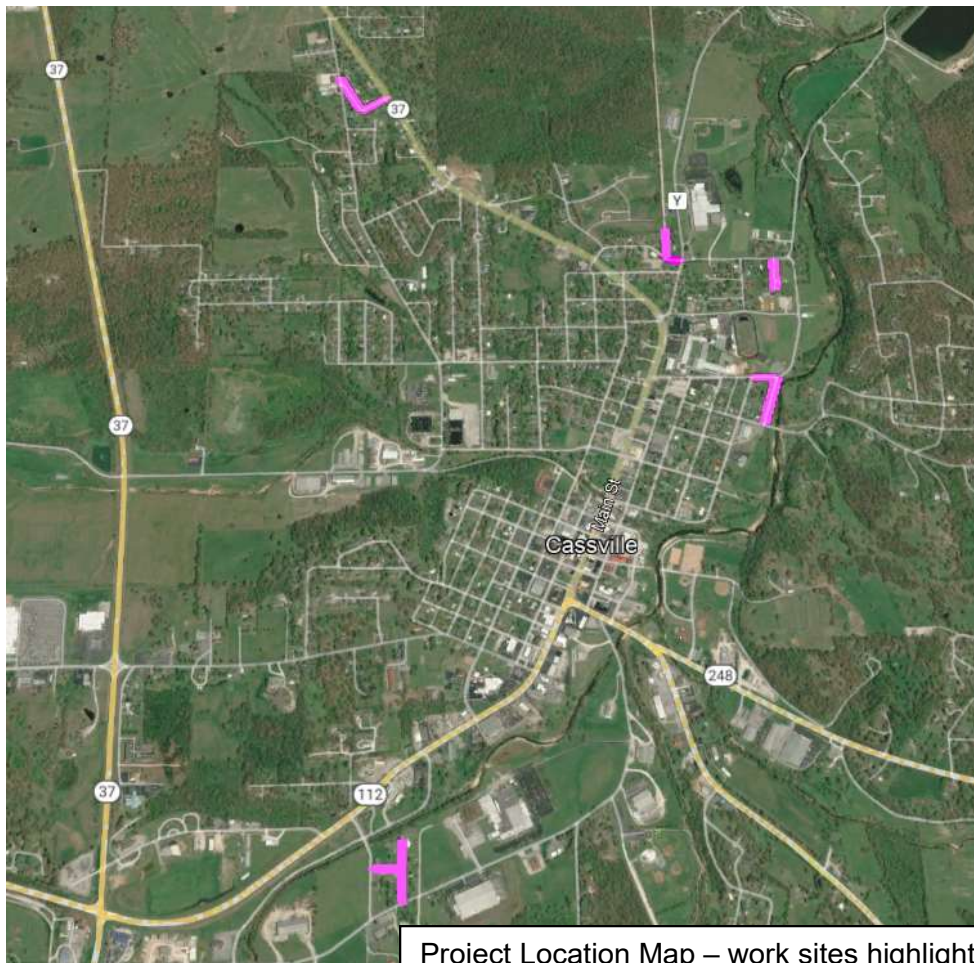
The contractor is responsible for removal and disposal of all milled materials. A minimum of two mechanical sweepings shall be made to clean the area to be paved of particulates and dust.

All pavement that is cold milled for the purpose of resurfacing should receive the first lift of resurfacing during the same day or night work shift as the cold milling operation. If milled surfaces are to be paved on a subsequent day or shift: after removal of existing material around manholes, utility valves and other appurtenances, the contractor shall place a temporary wedge around the appurtenance. The temporary wedge shall consist of bituminous or another approved material at a slope that will allow safe transition over the appurtenance by through traffic and of a thickness and design that the material remains intact while under traffic. Bituminous wedges shall be removed prior to resurfacing.

Cold milling shall be bid and paid out in unit bid cost of dollars per square yard of completed and accepted work.

Description of Work/Schedule of Expected Quantities

2021 Resurfacing Bid				
Location	Project Limits	Type of Resurfacing	Estimated Bid Quantities	Notes
18 th Street	Y Highway to FR 1115	2" Overlay	65 Tons	
FR 1115	18 th Street to City Limits	3" Overlay	130 Tons	1 ½" leveling course 1 ½" surface course
Tash Street	Partridge Drive to end	2" Overlay Cold Milling	83 Tons 580 SY	Mill adjacent to curb and gutter
Meadow Drive	Sale Barn Road to end	3" Overlay	230 Tons	1 ½" leveling course 1 ½" surface course
Reed Road	Clover Drive to Meadow Drive	3" Overlay	110 Tons	1 ½" leveling course 1 ½" surface course
Billy Drive/Carrol Street	County Farm Road to Bus Hwy 37	2" Overlay Cold Milling	290 Tons 655 SY	Mill adjacent to curb and gutter
14 th Street	Fair Street Park Avenue	2" Overlay Cold Milling	92 Tons 317 SY	Mill adjacent to curb and gutter
Park Avenue	13 th Street to 14 th Street	3" Overlay	237 Tons	1 ½" leveling course 1 ½" surface course
Notes for asphalt overlays:				
<ol style="list-style-type: none"> 1. For un-curbed streets: driveways and mailbox turnouts to receive an 18" wide apron. 2. Milled butt joints are required at intersecting asphalt public streets. 				



Project Location Map – work sites highlighted in purple

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This completed form, along with executed E-verify Affidavit and certifications must be returned to 300 Main Street no later than 2:00 p.m. on February 1st, 2023.

Contractor Name _____

Address _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

BASE BID PROPOSAL				
Bid Item	Bid Qty.	Units	Unit Price	Extension
Mobilization	1	Lump	\$	\$
BP-2 Asphalt Overlay	1,237	Tons	\$	\$
Cold Milling 3" or less	1552	SY	\$	\$
TOTAL BID				\$

Declaration of all subcontractors and the component of the work they will perform:

Certification and Execution

The undersigned agrees and understands that the City has the right to reject any and all bids, to waive informalities or other requirements and that the submitted bid pricing is valid for 45 days from the date of opening.

Authorized Signature

Printed Name and Title

Direct telephone number: _____

Fax: _____

Email address: _____

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**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530(1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Cassville, MO) to a business entity, the business entity (Company) 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 alien in connection with the contracted services. [RSMO 285-530(2)]

The City of Cassville, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Copies of affidavit can be found and downloaded on the City of Cassville Missouri Public Works website;
http://www.Cassvillemo.com/images/stories/departments/public_works/affidavit-for-contracts-employment-legality.pdf
See attached sample

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

The City of Cassville encourages companies that are not enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

CITY OF CASSVILLE, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

EFFECTIVE 1/1/2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (Name)
who is _____ (Title) of _____
(Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and
after being duly sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program
with respect to the employees working in connection with the contracted services; and
(2) that said company does not knowingly employ any person who is an unauthorized alien
in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this
affidavit.

Signature

Printed Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date