

NOTICE TO BIDDERS

CITY OF WESTON

2017 ROOF REPLACEMENT BID

LOCATION: 300 MAIN STREET

Weston, Missouri

September 2017

Invitation to Bid

REPLACE COMPOSITION SHINGLE ROOFING @ 300 MAIN STREET CITY OF WESTON, MISSOURI

The City of Weston is seeking bids for replacing the composition shingle roofing at 300 Main Street. The roof was damaged by hail in the March 6, 2017 storm.

Bids are to be delivered to the City of Weston, 300 Main Street, Weston, Missouri 64098 Attention City Clerk, in a sealed envelope; no later than Friday, September 8, 2017 at 5:00 p.m. The City has the right to reject any or all bids or parts thereof.

For any questions regarding the bid packet or project please contact Mike Large, Superintendent at 816-640-5477, or 816-803-3682 or by email at large.wpw@westonmo.us.

The successful bidder will be required to sign a Contract Agreement and furnish Proof of Insurance. Owner reserves the right to reject any and all bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful bidder; and the right to reject all nonconforming, non-responsive or conditional bids.

The Contractor shall, at its sole cost and expense, provide all labor, tools, equipment and materials required to complete the Work, and shall complete the Work in a good, first-class and workmanlike manner, as designated, described and required by and in accordance with the Specifications and the Contract. All of the Work shall be performed by the Contractor under the direct supervision and to the entire satisfaction of the Owner and shall be performed by the Contractor in accordance with all easements of record and all applicable laws, including the laws of the State of Missouri and the ordinances and design specifications of the City of Weston, Missouri.

The Contractor shall take precautions for the safety of, and shall provide protection to prevent damage, injury or loss to property in performing the Work. In addition, the Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, Workmen's Compensation Insurance, Comprehensive General Liability insurance and Comprehensive Automobile Liability Insurance, in the amounts stated in the Contract.

The Contractor shall provide the Owner with a Certificate or Certificates of Insurance on or prior to commencing the Work.

Prevailing Wage Order # 24 will apply to this job.

The Contractor shall furnish, at its own cost and expense, permits and fees required by affected governmental agencies, including obtaining a City of Weston business license.

The Contractor shall promptly correct Work, which fails to conform to the requirements of this Contract or the Plans. The Contractor shall bear the costs of correcting such rejected Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct such nonconforming Work and deduct the cost thereof from the Contract Sum.

**CITY OF WESTON
REPLACE COMPOSITION SHINGLE ROOFING @ 300 MAIN ST.**

The Contractor, having examined the location of the proposed work, the nature of the work to be done, the conditions affecting the work, and being fully advised as to the extent and character of the work, hazards, labor, transportation, and all other factors which apply, proposes to furnish all materials required, tools, all necessary labor, and to construct, install, and to complete all work stipulated or referred to therein for the following prices, to-wit:

SCOPE OF WORK:

Remove all existing composition shingle roofing, drip edge and felt. Replace 3-tab twenty-five (25) year composition shingle roofing with color and pattern of City's choice. Remove and replace flashing, furnace vent, and chimney flashing. Remove debris and discard in construction debris receptacle. Install ice and water shield.

TOTAL BID: \$ _____

Bid Notes: _____

Use separate sheet for additional notes.

The successful bidder will be required to sign a Contract Agreement and furnish Proof of Insurance. The probable agreement is attached to this bid sheet for bidder's review. Owner reserves the right to reject any and all bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful bidder; and the right to reject all nonconforming, non-responsive or conditional bids. In submitting this bid, it is agreed that this bid will be left open and may not be withdrawn for a period of sixty (60) days from August 10, 2017.

"I submit this bid in good faith and will complete the scope of work at locations specified by the City of Weston."

SIGNED: _____

DATED: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2017, by and between the CITY OF WESTON, MISSOURI, hereinafter referred to as "City", and _____ hereinafter referred to as "Contractor".

WITNESSETH:

For and in consideration of the mutual promises and agreements contained herein, the parties do hereby enter into the following agreement for replacing the roof at 300 Main Street located in Weston, Missouri:

1. The Contractor shall remove the existing roof and replace it with composition shingle roofing material, which are shown and described on "Exhibit "A", a copy of which is attached hereto and made a part hereof as though fully set forth herein, for the price and sum as follows:
 - a. _____ dollars (\$ _____).
 - b. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 10 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Agreement.
2. The Contractor is to furnish all materials, labor, tools, equipment, transportation, and other expenses and materials for the work to be completed.
3. The Contractor shall provide for itself and maintain at all times during the term of the Agreement the following forms of insurance: Workers' Compensation Insurance in accordance with the laws of the State of Missouri for all its employees, employer's liability, automobile liability and general liability insurance in the amount of \$3,000,000.00 with the City of Weston named as an additional insured. The Contractor shall furnish certificates of insurance to City for the coverage's referred to above.
4. The Contractor warrants that it is an independent contractor and shall indemnify and hold harmless the City against any loss or expense arising out of any liability imposed by law upon the City for damages because of bodily injuries, including death at any time resulting therefrom, or because of accidents sustained by any person or persons on account of damage to property arising out of or in consequence of the performance of this agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of the Contractor, the City, their agents, servants or employees, or of another person.

5. Any change in the amount, scope or specifications for the work to be performed herein shall be done only in writing, signed by the chief executive officer of the Contractor and the Mayor of the City. Such written change orders shall be amendments to this Agreement and shall be attached and incorporated herein.
6. Excessive Unemployment Law: The Contractor hereby agrees to comply with the provisions of Sections 290.550, et seq. of the Revised Statutes of Missouri (hereinafter the "Excessive Unemployment Law", the same being incorporated by reference as though fully set forth herein), 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 non-restrictive states" (as those terms are defined under the Excessive Unemployment Law) in constructing or building any public works project or improvement except as may otherwise be allowed under the Excessive Unemployment Law.
7. 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 will not knowingly in violation of subsection 1 of Section 285.530 RSMo employ, hire for employment, or continue to employ any unauthorized alien to perform work on the project, and that its employees are lawfully eligible to work in the United States. At the request of owner, construction manager, and each subcontractor, shall provide owner a signed affidavit confirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Such affidavit shall be in the form determined by owner and shall be executed and returned within thirty (30) days of request by owner.
8. Contractor and its subcontractors shall pay not less than the prevailing hourly rate of wages required by law to be paid to all workers performing work under this agreement and a wage order setting forth the prevailing hourly rate of wages is attached to and made a part of this agreement. Contractor shall forfeit, as a penalty to the owner, one hundred dollars (\$100) for each worker employed for each calendar day, or portion thereof, that such worker is paid less than the prevailing hourly rate of wage required by law. Contractor and its subcontractors shall indemnify and hold owner harmless as a result of their failure to comply with the provisions and requirements of the prevailing wage law. Contractor further agrees to provide owner with all necessary records and proof that the prevailing wage law has been complied with in full. Prior to final payment from owner, Contractor and its subcontractors shall provide owner with any and all required affidavits, in proper form and order, stating that they have fully complied with the prevailing wage law.

9. Safety training

- a. Contractor and its subcontractors 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 that is at least as stringent as an approved OSHA program required by Section 292.675 RSMo.
- b. If any on-site employees had not previously completed a construction safety program, construction manager and its subcontractors shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor and its subcontractors acknowledge and agree that any of contractor employees or those of its subcontractors that are found on the project without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or be subject to removal from the Project.
- d. Contractor shall require all the subcontractors to comply with the requirements of Section 292.675, RSMo.

10. Penalties for Failure to Provide Safety Training

- a. 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 herein.
- b. The penalty described in this Section shall not begin to accrue until the time periods described above have elapsed.
- c. Violations of Section 292.675 RSMo and the imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations and in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred, and that a penalty as described above and herein shall be assessed, then

owner shall withhold and retain all sums and amounts due and owing when making payment to contractor under this contract.

11. The work to be performed by the Contractor shall be under the general supervision and control of the Superintendent of Public Works, Mike Large, or his designee who, at the work site, shall be the representative of the Mayor and Board of Aldermen.
12. Payment shall be made upon completion of the work to the City's satisfaction.
13. The Contractor shall not assign or subcontract any part of the work to be performed under this agreement.

This Agreement is binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY OF WESTON, MISSOURI

Clifford Harvey, Mayor

ATTEST:

Kim Kirby, City Clerk

Contractor
