

City Utilities of Springfield, Missouri

Pavement Maintenance, Sealing and Striping Contract

**COMPETITIVE REQUEST FOR PROPOSAL
(#75026)**

June 2023

City Utilities of Springfield, Missouri

INDEX

I. INVITATION TO BID Page #3

II. RFP REQUIREMENTS Page #6

III. INSURANCE REQUIREMENTS Page #11

IV. BID FORM..... Page #13

V. PERFORMANCE, LABOR, AND MATERIALS BOND (SAMPLE) Page #19

VI. AGREEMENT (SAMPLE) Page #20

VII. TECHNICAL SPECIFICATIONS..... Page #22

I. INVITATION TO BID

A. INTRODUCTION

City Utilities of Springfield, Missouri invites you to submit a proposal for the work described herein. Contract Documents are available online as instructed in RFP Section I-C (*Supplemental Procurement Documents*). Questions should be directed to:

T.J. Bransfield		Purchasing Department
BUYER 1		City Utilities of Springfield, Missouri
[P] (417) 831-8847	- AND -	[P] (417) 831-8363
[F] (417) 831-8377		[F] (417) 831-8377
[E] tj.bransfield@cityutilities.net		[E] purchasing@cityutilities.net

City Utilities of Springfield, Missouri is a municipal utility governed by the Board of Public Utilities of Springfield, Missouri. City Utilities is engaged in the production and distribution of electricity, distribution of natural gas, the treatment and distribution of water, provision of commercially available broadband services and the provision of public transportation services for the City of Springfield and the surrounding area. Since City Utilities is a component part of the City of Springfield, Missouri, and a Missouri municipal corporation, the laws of the state of Missouri shall apply and control any contract which is awarded. When the term “City Utilities of Springfield”, “City Utilities” or “CU” is used in this document, it shall refer to the City of Springfield, Missouri, a municipal corporation, operating its public utilities through the Board of Public Utilities.

CU reserves the right to waive informalities and to accept or reject any and all responses submitted. The terms “bid”, “proposal” and “response” are synonymous when used in this document. The term “Bidder” may also be referred to as “Proposer”, “Contractor” or “Seller”. “City Utilities of Springfield” may also be referred to as “City Utilities”, “Owner”, “Buyer” or “CU”.

B. RFP REGISTRATION

City Utilities requests that firms interested in participating in this bidding event contact the CU Purchasing representative listed in RFP Section I-A (*Introduction*) and register as a bidder. City Utilities will notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder’s responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

C. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for **RFP 0000075026**, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following Website and searching by bidding event number or name:

<https://www.cityutilities.net/bids>

or go to

www.cityutilities.net and follow these links:

- For Business (top of page)
- Purchasing
- Bidding Opportunities
- Current Bidding Events & Awards Results
- All CU Bidding Opportunities
- **0000075026**

You will have access to open, print and/or save pdf file(s).

D. SUMMARY SCOPE OF WORK

The Work consists of pavement maintenance, including sealing and striping asphalt and concrete pavements. Pavement maintenance may also include asphalt or concrete pavement repairs. Most of the work performed will be on City Utilities properties, however some work may be on private property or in the public right-of-way. City Utilities will obtain any permits required for working in the public right-of-way and any easements or permissions required for working on private properties.

E. PROPOSAL OPENING

All proposals must be in the hands of the Purchasing Agent of City Utilities, per one of the approved submittal methods provided in RFP Section I-G (*Proposal Submittal Methods*), by the Proposal Opening date and time, which is July 19, 2022, at 2:00 PM (CST). **Any proposal received after such date and time will be rejected.**

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

F. PROPOSAL SUBMITTAL METHODS

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All proposals must be received by CU Purchasing by the opening date and time stated in this document. The method of submittal is at the sole discretion and risk of the Contractor. Preparation for any submittal method should be taken well enough in advance of the posted opening date and time to allow for unexpected issues. City Utilities is not responsible for submittal failures of any kind- electronic or otherwise. Contractors utilizing CU's Electronic Bid Attachment Tool (EBAT) should verify that any attachment meets the posted electronic file type and size requirements. Contractors mailing proposals or having proposals delivered should allow sufficient time to ensure receipt by the due date and time specified. Mail, express mail and delivered responses must be sealed in an opaque envelope or package and should include one set of original documents.

****** Proposals in response to this RFP may be submitted by any of the methods listed below ******

1. Electronic Bid Attachment Tool (EBAT)

Open to all bidders – NO REGISTRATION OR LOGIN REQUIRED. Proposals submitted via EBAT must be an approved electronic file type (PDF, DOC, XLS, TIF or ZIP) and have a total attachment size that does not exceed 50-MB.

www.cityutilities.net/EBAT

OR GO TO www.cityutilities.net and click on the following links:

- For Business (at top of page)
- Purchasing
- Bidding Opportunities
- Electronic Bid Attachment Tool (EBAT)

2. Mail / Express Mail / Hand Deliver

Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside with the RFP number and opening date/time. Proposals are to be addressed to:

City Utilities of Springfield, Missouri
Purchasing Manager
301 East Central (65802)- *physical location for hand delivery*
P.O. Box 551
Springfield, MO 65801-0551

***** SPECIAL NOTICE REGARDING HAND DELIVERY ***** Hand delivered responses should be routed to the Training Center at the physical location address provided above. The Training Center building is closed to the public. Bidders are strongly encouraged to utilize the Electronic Bid Attachment Tool (EBAT) or Mail/Express Mail options for submittal of a bidding event response. If the hand delivery option is utilized, the person delivering the bidding event response will be required upon arrival to contact security per the method posted at the entry doors. Once notified, a CU Purchasing representative will meet the delivery person at the door to take possession of the bidding event response. This process may take several minutes to complete, and if the bid response is not physically in the hands of a CU Purchasing representative by the published opening date and time, it will be rejected.

G. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	6/27/2023
2. Proposal Due Date	7/19/2023
3. Target Date for Review of Proposals	7/20/2023
4. Anticipated decision and selection of Vendor	7/29/2023
5. Anticipated commencement date of work	9/07/2023

*** END OF SECTION ***

II. RFP REQUIREMENTS

A. REQUEST FOR INTERPRETATION, CLARIFICATION, AND ADDITIONAL INFORMATION

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, or is seeking clarification or requesting additional data/information, may submit a written request directed to the CU Purchasing representative, and the CU Purchasing department general email address, as specified in RFP Section I-A (*Introduction*).

Any such interpretation, clarification, or recognition of additional data/information will be made by written addendum. City Utilities will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the RFP response and will become a part of the Contract Documents. Failure to acknowledge all addenda issued may constitute grounds for rejection of that RFP response.

All requests for interpretations must be received by the Purchasing Department no later than the **five (5) calendar days prior to the proposal opening date provided in RFP Section I-F (*Proposal Opening*)**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

B. GUARANTY

Each proposal must be accompanied by a Bid Bond with an adequate surety, naming the City Utilities of Springfield, Missouri, as obligee, in a penal sum equal to five percent of the maximum bid price excluding options, or in lieu thereof, a certified check drawn on a Federally insured banking institution, payable to City Utilities in the same amount as the penalty of the Bond. The Bond or Check shall be conditioned that should a bidder, after award, fail to enter into a contract, then the entire amount of the Bond or Check shall become the property of the City Utilities, or City Utilities shall be entitled to recover the entire penal sum of the Bond or Check without further proof of damage. Bid Checks will be returned to all unsuccessful bidders within a period of thirty days following contract execution.

C. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

D. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms who meet City Utilities requirements and fall within the competitive range as determined by City Utilities. City Utilities reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, City Utilities reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

If City Utilities determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, City Utilities may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

The Board of Public Utilities will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). The Board of Public Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If City Utilities determines that a proposal has failed to meet an acceptable level on any factor listed below, the City Utilities may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, City Utilities will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of City Utilities, result in rejection of a proposal.

- 70% Total Cost
- 30% Adherence to RFP requirements, including responses to Section IV-C, *Questions/Requests for Submittals*

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of City Utilities employees, will review the proposals.

E. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

F. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S.Mo, City Utilities may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S.Mo., et seq.) is a public record and will be disclosed upon request.

G. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

H. PROPOSAL WITHDRAWAL

Proposals may be withdrawn at any time prior to the time for the opening of proposals.

I. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for proper estimation of the difficulty or cost of the work. City Utilities assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

J. PREVAILING WAGE REQUIREMENT

This contract is subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Board of Public Utilities of Springfield, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized Annual Wage Order (AWO) 29, Effective June 13, 2022.

Copies of the referenced AWO are available at the following website or upon request:
<https://www.cityutilities.net/wp-content/uploads/purchasing-annualwageorder.pdf>

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by City Utilities. This affidavit is available at the following website or upon request: https://labor.mo.gov/sites/default/files/pubs_forms/PW-4-AI.pdf.

K. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5,000 DOLLARS (US)

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 the contracted services.

Copy of the affidavit can be found and downloaded at CU website; <https://www.cityutilities.net/wp-content/uploads/purchasing-complianceaffidavit.pdf>

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)).

L. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to City Utilities in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

M. PERFORMANCE AND PAYMENT BOND

Successful Bidder shall furnish a Performance and Payment Bond as security for the faithful performance and payment of all their obligations under the Purchase Order (Contract) and Section 107.170 R.S.Mo. The Bond shall be in the amount of the proposal and in the form provided herein and with such sureties as are licensed to conduct business in the State of Missouri and are named in the current list of "Surety Companies acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and as acceptable reinsuring companies as published in the Federal Register by the department of the Treasury.

If the surety on any Bond furnished by Bidder (Contractor) is declared bankrupt or becomes insolvent or its rights to do business is terminated or revoked in any state where any of the project is located, bidder (Contractor) shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to City Utilities.

The bond shall be filed with City Utilities within ten days unless superseded in the Request for Proposal documents. The Bond shall be approved prior to the start of work.

N. SALES TAX EXEMPTION NOTICE

This is to notify Bidders that certain materials incorporated into the project are exempt from Missouri sales tax pursuant to the provisions of Section 144.062 R.S.Mo. The selected Contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption letter from City Utilities to use in purchasing materials on a tax-free basis. It will be the contractor's responsibility to provide the documentation to any Subcontractor or Supplier. These documents will be used solely for purchase of

materials being directly incorporated into or consumed in the construction of the work under this Agreement.

O. OSHA COMPLIANCE

Contractor shall comply with all applicable OSHA rules.

P. HARD HAT COMPLIANCE

Contractor shall be responsible for strictly adhering to City Utilities hard hat policy. Additionally, no on-site work may be performed unless a hard hat is worn.

Q. PROMPT PAYMENT

Contractor agrees to pay each Subcontractor under each Purchase Order/Agreement for satisfactory performance of its contract in accordance with Section 8.960 R. S. Mo.

R. OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

CONTRACTOR shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees are required to complete the program within sixty days of beginning work on such construction project. An employee found on a work site without documentation of the successful completion of the required training shall be afforded twenty days to produce such documentation before being subject to removal from the project. This provision is subject to and Contractor shall comply with all requirements of Section 292.675 R.S.Mo.

S. DIVERSITY

City Utilities of Springfield encourages prime and general contractors to consider certified DBE, WBE and MBE's for those construction contracts which have subcontracting opportunities.
or upon request.

T. STANDARD BIDDING INSTRUCTIONS AND GENERAL CONDITIONS

Any order arising from this Bidding Event will be subject to the following **WHICH ARE INCORPORATED HEREIN BY REFERENCE**:

- *City Utilities of Springfield Missouri Standard Bidding Instructions* (Rev 4-20-2023)
- *City Utilities of Springfield Missouri General Conditions* (Rev 8-2016)

The referenced documents are available at <https://www.cityutilities.net/purchasing/general/>
or upon request.

*** END OF SECTION ***

III. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS 1004

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of City Utilities against all hazards or risks of loss as here under specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Risk Manager
City Utilities of Springfield, Missouri
301 E. Central Street
Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

(A) Workers' Compensation* **.....	Statutory Limits
Employer's Liability	
Bodily Injury by Accident—each accident.....	\$1,000,000
Bodily Injury by Disease—each employee limit... ..	\$1,000,000
Bodily Injury by Disease—policy limit.....	\$1,000,000

*** Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**

**** Workers' Compensation coverage shall include a waiver of subrogation in favor of City Utilities where permitted by law.**

(B) Commercial General Liability Insurance***, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Such Coverage Shall Apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with each Occurrence Limit of.....	\$1,000,000
In the Aggregate.....	\$2,000,000

(C) Automobile Liability Insurance*** Covering Bodily Injury
And Property Damage for Owned, Non-owned and Hired

Vehicles with a Combined Single Limit of..... \$1,000,000

***** City Utilities shall be added as an Additional Insured on the Liability insurance coverages.**

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless there from. These Insurance Requirements are intended to be minimum coverages, and City Utilities does not warrant that coverages or amounts will be sufficient protection for contractors or City Utilities. Contractors will be responsible for any deficiencies thereof.

NOTE:

Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement "All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance." must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement must be met by specifically endorsing CU onto each required policy to receive notifications.

IV. BID FORM

A. NAME OF BIDDER:

1. [To be used if Contractor is a corporation]

_____, a corporation organized and existing under the laws of the State of _____, with its principal office and place of business in the City of _____, with the address of _____.

2. [To be used if Contractor is a partnership]

_____, a partnership consisting of _____ and _____ of the City of _____ with the address of _____.

3. [To be used by an individual or sole trader]

_____ doing business as _____, of the City of _____, with the address of _____.

**B. TO:
CITY UTILITIES
OF SPRINGFIELD, MISSOURI**

The undersigned proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

1. Base Bid Items

ITEM #	DESCRIPTION	UNITS	EST. QTY*	REGULAR TIME UNIT PRICE (Mon-Fri)	EST. QTY*	OVERTIME UNIT PRICE (O.T. & Holidays)
1**	Seal Coating – Asphalt Emulsion Based	SY	10,000	\$ _____ /SY	35,000	\$ _____ /SY
2	Pavement Marking:					
	A. Parking Lines/Stripes (0-500)	LF	200	\$ _____ /LF	600	\$ _____ /LF
	B. Parking Lines/Stripes (500-1000)	LF	800	\$ _____ /LF	1,200	\$ _____ /LF
	C. Parking Lines/Stripes (1001+)	LF	2,500	\$ _____ /LF	7,500	\$ _____ /LF
	D. Handicap Symbol	EA	10	\$ _____ /EA	10	\$ _____ /EA

	E. Arrows	EA	10	\$ _____ /EA	10	\$ _____ /EA
3	Seal coat with additive for fueling areas	SY	1,000	\$ _____ /SY	1,000	\$ _____ /SY
4	Crack/Joint Sealing	LF	500	\$ _____ /LF	500	\$ _____ /LF
5	Backer Rod/in Joint	LF	500	\$ _____ /LF	500	\$ _____ /LF
6	Power Routing of Cracks	LF	500	\$ _____ /LF	500	\$ _____ /LF
7	Parking Lot Cleaning	SY	10,000	\$ _____ /SY	35,000	\$ _____ /SY
	SECTION A. TOTALS			\$ _____		\$ _____

*The Estimated Quantity of Work is for bid evaluation purposes only and does not guarantee any particular volume of work. It is based on an estimated amount of work that could be expected to occur within any one year within the contract period.

**Seal Coat shall be priced as a complete two coat system.

2. BOND

Cost of required bond will be paid by City Utilities. The amount to be paid will be the actual cost of the bond verified by the bonding company's invoice and will not exceed the amounts quoted by the bidder:

Cost of bond in the amount of \$200,000: \$ _____

Cost per additional \$1,000.00 coverage: \$ _____

RENEWAL PERCENTAGES

City Utilities of Springfield, Missouri shall have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total period of four (4) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder below for each applicable option period. All percentages of increase stated shall be computed against the previous year's Agreement prices.

Note: dates listed are estimated. Actual date will be based on initial start date of the contract

a. First Renewal Period (Year Two): _____%

b. Second Renewal Period (Year Three): _____%

c. Third Renewal Period (Year Four): _____%

d. Fourth Renewal Period (Year Five): _____%

Note: Failure to enter a percentage shall be interpreted to be zero percent (0%).
City Utilities reserves the right to require justification for any renewal increases.

C. QUESTIONS / REQUESTS FOR SUBMITTALS

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. SEAL COAT MATERIAL DATA

Per Specification 02514, contractor shall indicate seal coat material, complete application rate (gallons per square yard for complete, two-part system), and application equipment for the asphalt emulsion-based seal coat product they intend to apply:

2. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP
- Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP)
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for City Utilities

 **Please initial confirming the supplemental
(initial) documentation provided along with this proposal
provides all information requested above**

3. Safety and Loss Control

Provides information in the designated areas below. If you provide answers on a separate page, please note this in said areas.

- a. List your organization’s Interstate Experience Modification Rate (EMR) for the past three years. Use your intrastate EMR if not interstate rated.

Attach a signed and dated letter from your workers' compensation insurance carrier verifying your EMR.

b. Provide your organization's Standard Occupational Classification (SOC) number.

c. Provide your organization's injury experience for the past three years using OSHA No. 300 logs (As an alternative, you may submit copies of your logs). The following items must be addressed:

1. Number of OSHA recordable cases: _____
2. Number of lost workday cases: _____
3. Number of lost workdays: _____
4. Number of restricted workday cases: _____
5. Number of fatalities: _____
6. Number of man-hours worked: _____

d. Will a full-time or part-time safety professional be utilized on this Contract? If yes, provide details including the name and contact information for the safety professional.

e. Does your organization conduct documented safety inspections? If yes, provide details including the frequency of the safety inspections, who conducts the inspections, etc.

f. From the three options below, Provide details regarding your organization's Written Safety Program (indicate which of the following applies):

1. Written Safety Program is currently on file with City Utilities (provide most recent revision date) _____
2. Written Safety Program is included with response to this RFP

3. No Written Safety Program

4. Listing of equipment:

a) List any and all equipment that is to be used to complete this project and indicate if each piece of equipment is owned, rented, and leased.

5. Arbitration/Litigation: List all projects undertaken in the last 5 years which have resulted in partial or final settlement of the Contract by arbitration or litigation. Provide for each project:

- a. Name of client and project.
- b. Original Contract amount.
- c. Total claims arbitrated or litigated.
- d. Amount of settlement of claims.

EXCEPTIONS

The undersigned declares that the following list states any and all variations from and exceptions to the requirements of the Request for Quotation and that otherwise it is the intent that the work will be performed strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

SUBCONTRACTORS

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The Board reserves the right to object to any Subcontractor or supplier.

List items to be subcontracted with proposed subcontractor

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The undersigned understands and agrees that the accompanying bid deposit (if applicable) shall become the property of City Utilities should his proposal be accepted and he fail or refuse to execute the agreement and furnish a performance bond, insurance policies, and certificates of insurance as called for within the time provided.

The Bidder recognizes that City Utilities reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has taken into account each provision of all of said Contract Documents and hereby offers this Proposal and agrees to be bound and perform the work according to the terms of the Contract Documents should City Utilities issue a Notice of Award and enter into an Agreement with Bidder.

Firm Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Phone #: _____ Fax #: _____

Email: _____

*** END OF SECTION ***

IV. PERFORMANCE, LABOR, AND MATERIALS BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS: That _____, as principal and _____, as surety, are held and firmly bound to City Utilities of Springfield, Missouri, hereinafter referred to as City Utilities, in the sum of and no/100 U.S. DOLLARS (\$_____ U.S.) for the payment of which we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents; the conditions of this bond are such that:

WHEREAS, the above-named principal did on the ____ day of _____, _____, entered into a contract with City Utilities of Springfield, Missouri for:

Specification Title _____

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all laws and regulations applicable thereto and complete the same within the time stipulated therein or within a reasonable time if no time is stipulated; and,
2. Pay for any and all materials, incorporated, consumed or used in connection with the construction of the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if prevailing hourly rate wages shall have been so specified). This bond is issued under the terms of Section 107.170 R.S.Mo.

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named hereby waives notice of and consents to any such changes or extensions of time.

The parties hereto agree that should any litigation arise out of this bond, the venue thereof shall be in the Circuit Court of Greene County, Missouri, or the US District Court for the Western District of Missouri, Southern Division.

IN WITNESS WHEREOF, we have hereto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Principal: _____

Surety: _____

*** END OF SECTION ***

V. AGREEMENT (SAMPLE)

THIS AGREEMENT made and entered into this ____ day of _____ by and between the CITY UTILITIES OF SPRINGFIELD, MISSOURI, hereinafter referred to as "Owner" and

- A. [to be used if Contractor is a corporation] _____ a corporation organized and existing under the laws of the State of _____ with its principal office and place of business in the City of _____,
- B. [to be used if Contractor is a partnership] _____ a partnership consisting of _____ and of the City of _____,
- C. [to be used by an individual or sole trader] _____ doing business as _____ of the City of _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, Owner has heretofore caused to be prepared certain Contract Documents for furnishing equipment, materials, and labor, and performing work therein fully described, and the Contractor did, on the ____ day of _____, 20 __, file with Owner his offer and bid to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, owner duly accepted the proposal and awarded a contract therefore to Contractor, based upon said bid,

NOW, THEREFORE, IT IS AGREED,

- 1. The Contract Documents (as defined in the General Conditions) are attached hereto and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties.
- 2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY UTILITIES OF SPRINGFIELD, MISSOURI

By:

Name

Title

ATTEST: _____

Approved as to Form and Content:

CU Legal Counsel

Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

*** END OF SECTION ***

VIII. TECHNICAL SPECIFICATIONS

SPECIAL PROVISIONS – the following provisions apply to the Technical Specifications:

1. **Job Design Mixes**

Vendor shall submit emulsified asphalt sealant information and application rates as noted below in Specifications 01025, Paragraph 4.2 and 02514, Paragraph 2.01.

2. **Mobilization**

Mobilization for the work performed under this contract shall be considered incidental to construction and no direct pay will be made for mobilization.

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01025
ASPHALT SEALING AND STRIPING
MEASUREMENT AND PAYMENT

PART I. GENERAL

1.0 The Contractor shall be responsible for all traffic control measures that may be required by state and local laws.

PART II. AUTHORIZATION FOR SERVICES

2.1 Services are not to be performed until released and authorized by designated City Utilities personnel.

PART III. COST ESTIMATES

3.1 Contractor shall furnish written cost estimates for the requested work/project showing unit prices and quantities. Once an estimate has been submitted by the Contractor and accepted by City Utilities, the actual cost to City Utilities is limited to the amount of the estimate, unless Contractor receives approval of scope change prior to performing the additional work.

PART IV. PAYMENT

The following is a description of each unit price item included in this agreement:

4.1 Seal Coat – Coal Tar based
NOT ALLOWED UNDER THIS CONTRACT.

4.2 Seal Coat – Asphalt Emulsion Based System
Includes all work necessary to prepare the surface, cleaning and application per the manufacturer's recommendations and in accordance with the sealing system as submitted and approved by the Resident Engineer. Work includes all materials, tools, equipment, labor, etc., for the application of the complete system and includes necessary traffic control measures for the entire cure period of the various coatings, layers, etc. Any removal and replacement of damaged pavement or crack/joint sealing shall be made as agreed upon by both parties. **Payment for pavement repairs shall be made separately by change order and is excluded from the various bid items shown on the Bid Form. INDEPENDENT TESTING WILL BE DONE according to approved mix design.** See Specification 02514.

4.3 Pavement Markings
Includes installation of items such as, but not limited to: a) parking lines; b) handicap symbols; and c) directional arrows. Also included is all work necessary for preparing the existing surfaces to receive paint, all materials, tools, equipment, labor, etc., for application of the pavement markings as shown on drawings, sketches, or as instructed by City Utilities. Paint shall be a minimum of 18 mil thickness.

4.4 Seal Coat for Fueling Areas
This item includes all additional costs associated with the use of additives to the sealer for improved resistance to gasoline and fuels to be applied in the immediate area of fueling areas as directed by City Utilities.

4.5 Crack and Joint Repair
A. Power Routing: Includes all materials, tools, equipment, labor, etc., required to power route cracks and joints in both asphalt and concrete paving. This item will be paid on a lineal foot, installed basis.

- B. Backer Rod: Includes furnishing and installation of backer rod placed in clean cracks and joints and/or routed joints. This item will be paid for on a lineal foot installed basis.
- C. Crack and Joint Sealer: All materials, tools, equipment, labor, etc., for application of joint sealer in cracks and joints, both routed and natural. Work will be done as directed by City Utilities and will be paid for on a lineal foot, installed basis.

4.6 Parking Lot Cleaning

Surfaces to be sealed shall be thoroughly cleaned to remove all foreign debris (Vegetation, Dirt, silt, gravel, leaves, etc.) using a mechanically powered forced air sweeper and steel bristle hand brooms. Mud areas shall be scraped thoroughly, scrub-washed and/or pressure rinsed with clear fresh water. This work shall be paid by the square yard of surface area cleaned under the bid item for "Parking Lot Cleaning."

4.7 Overtime Factor

This factor is to be used when weekend and holiday work is required and paid for by unit prices in the agreement for "overtime price". For example, if 100 square yards of asphalt emulsion seal coat is applied on a holiday, the Item 1 would be paid for by "overtime price".

PART V. WORK PERFORMED BY SUBCONTRACTOR

- 5.1 Prior to performing work involving the use of subcontractor's work labor classifications, other than those bid, submit list of names, classifications, wage rates for each new craft to be used.

PART VI. EQUIPMENT AND MAINTENANCE RECORDS

- 6.1 Contractor to furnish records of all Seal Coating as specified below upon completion of each release:
 - 6.1.1 Location including address and facility name.
 - 6.1.2 Full description of work and special treatments (fuel areas, etc.) including marked up copies of any drawings issued.
 - 6.1.3 Date work was performed.
- 6.2 All records submitted become the property of City Utilities.

END OF SECTION

SECTION 01060
ENVIRONMENTAL PROTECTION

PART I. GENERAL

1.0 The Contractor is responsible for conducting all construction activities in conformance with all Federal, State, and local laws, regulations, and ordinances for the protection of the environment.

PART II. MATERIALS AND EQUIPMENT

2.0 Furnish all materials and equipment necessary to control dust and water runoff. No construction debris or residue from construction activities will be allowed to leave the work site or otherwise be allowed to migrate to storm water facilities or enter waterways.

PART III EXECUTION

3.0 Maintain all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance.

3.1 Take all necessary precautions to prevent pollution of water runoff with fuels, oil, bitumens or other harmful materials.

END OF SECTION

SECTION 01440
CONTRACTOR QUALITY CONTROL

PART I GENERAL

1.0 Contractor shall establish a quality control system to insure the conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations and shall be keyed to the proposed construction sequence. This control shall be established for all construction except where the specifications provide for specific City Utilities control by inspections, tests, or other means. At the request of the Resident Engineer, provide an outline of the quality control system and provide periodic report of status.

PART II STAFFING

2.0 The job supervisory staff, to the extent qualified, may be used for quality control, supplemented as necessary by additional personnel for surveillance, special technicians, or testing facilities to provide capability for the controls required by the specifications.

PART III EXECUTION

3.0 The control system shall provide for inspection of each phase of work to insure that materials and supplies are placed and installed in accordance with the drawings and specifications, City Utilities' release or instruction of Resident Engineer.

3.1 Reference points, which in the judgment of City Utilities are necessary to enable the Contractor to proceed with the work, will be established by City Utilities.

3.2 Notify the Resident Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations. Replacement of damaged or lost control points shall be the Contractor's responsibility.

END OF SECTION

SECTION 01500
CONSTRUCTION FACILITIES

PART I GENERAL

- 1.0 The Contractor is responsible for supplying all of the facilities needed for the successful completion of each job. Locate equipment and material storage areas within the project limits. Maintain all working, storage, and parking areas in a neat and orderly manner.

PART II MATERIALS AND EQUIPMENT

- 2.0 The contractor is expected to furnish his own office, storage space, sanitary facilities, trash disposal, and utilities.

PART III EXECUTION

- 3.0 Workmen's vehicles are to be parked outside of City Utilities' property unless authorized by City Utilities' Resident Engineer.
- 3.1 Upon completion of the paving, the contractor shall remove all traces of temporary facilities.
- 3.2 Maintain the continuity of any security system.

END OF SECTION

DIVISION 2

SITE WORK

SECTION 02514
SEAL COAT

PART I. GENERAL

- 1.01 This section covers the placement of Emulsified Asphalt based seal coat on existing asphaltic pavements. Seal shall be applied in two separate coats to form a complete system, unless authorized differently by the Engineer.
- 1.02 The contractor shall inspect the site prior to application to verify that the seal coat material selected is appropriate for the project.
- 1.03 Seal Coat material data and application equipment submittals shall be made at the time of bid, as part of the bid evaluation. Owner has the right to inspect the contractor's storage location prior to bid award to verify equipment and proper conditioned storage capacity.
- 1.04 Contractor shall be responsible to install and maintain traffic control devices to protect the seal coat and allow sufficient cure time (24 hours minimum). Opening sealed areas to traffic does not constitute acceptance of the work.

PART II. MATERIALS AND EQUIPMENT

- 2.01 The contractor shall submit the intended Emulsified Asphalt seal coat material and application rates to be used on this contract with their Bid. Prior to application at any site, the contractor shall certify that the product to be delivered and applied is per the approved bid documents. **No coal tar sealant material shall be allowed under this contract.**

PART III. EXECUTION

- 3.01 Contractor shall clean pavement such that it is free of all dirt, dust, vegetation, any loose materials, etc. Any pavement cracks or damaged areas shall be repaired prior to application. Minor pavement repairs may be made with hot mix asphalt. Cracks and joints shall be sealed per Specification 01025, Section 4.5.
- 3.02 Ambient temperatures must be 50°F and rising to be applied, or as per manufacturer's recommendations. Do not apply if rain or freezing temperatures are anticipated within 24 hours of finish coat application.
- 3.03 Two applications of seal coat material shall be applied uniformly over the entire prepared pavement surface. A minimum of four (4) hours shall pass after the first application before applying the second application.
- 3.04 Emulsified Asphalt sealant first coat shall be applied with a squeegee or sprayer to provide a total coat of the pavement surface with focused attention to cover the cracks. The application technique for the first coat should be based on the asphalt condition and be approved prior to application. The second coat shall be applied with a sprayer. Contractor shall take precaution to protect adjacent pavement areas.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART I. GENERAL

1.0 Work Included

- A. Restripe areas which have been recoated with sealer per Section 02514. Work may also include striping other existing pavement surfaces to include asphalt and Portland cement concrete pavement surfaces.

1.1 Related Work

- A. Protective Overlay for Asphalt Paving.

1.2 References

- A. Federal Specification TT-P-1952-F.

1.3 Submittals

- A. Submit manufacturer's product data indicating compliance with Specifications.

1.4 Project Conditions

- A. Do not apply striping to damp or wet surfaces, or when precipitation is expected within recommended drying time.
- B. Allow new seal coats to cure per manufacturer's recommendations.
- C. Clean surface of debris and foreign matter prior to painting.

1.5 Warranty

- A. Provide one (1) year written warranty that application will not separate from surface nor lose color under normal use.
- B. On notification of failure, promptly repair affected areas.

PART II. MATERIALS

2.0 Commercial Highway Striping Paint

- A. Pavement Marking Paint generally meeting the requirements of Federal Specification TT-P-1952-F, Type I.

PART III. EXECUTION

3.0 Preparation

- A. Clean surface free of dirt, loose materials, grease and oil, etc., which would inhibit adhesion.
- B. Paint Stripe and other markings as existed prior to recoating or as directed by City Utilities. Apply paint material at a wet film thickness of 0.33 mm. No glass beads are required.

END OF SECTION