

# Lonedell R-14 School District

Invitation to Bid:

## **Lagoon Closure**

Project Manager:

Dennis Barry

Advertise Date: May 21, 2019

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Mandatory Pre-Bid Meeting:

June 3, 2019 at 9:00 am

Pre-bid Meeting Location:

Gym Parking Lot (North Lot)

7466 Hwy FF

Lonedell, Mo 63060

**Bid opening:**

June 17, 2019

**Location:**

Lonedell R-14 Conference Room

7466 Hwy FF

Lonedell, Mo 63060

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Anticipated Recommendation date to the Lonedell R-14 Board of Education: June 24, 2019

**The Lonedell R-14 School District reserves the right to reject any or all bids for any reason**

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## Notice of Bid

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Lonedell R-14 School District is currently accepting bids for ***Two-Cell Lagoon Closure, per DNR specifications***. You are invited to submit a bid for this project. For more information you may contact us at the following address, however, nothing verbal will in any way be made part of any contract. The written specifications and documents are that upon which the bid must be made:

By mail: Dennis Barry  
Project Manager  
7466 Hwy FF  
Lonedell, MO 63060

Or in person: Dennis Barry  
Jenny Ulrich  
7466 Hwy FF  
Lonedell, MO 63060

By phone: (636) 629-0401

By fax: (636)629-5561

Bids will be accepted until **9:00 am** local time on **June 17, 2019** at which time they will be publicly opened in the conference room of Lonedell R-14 School District, 7466 Hwy FF, Lonedell, Mo 63060. All bids must be received in a sealed envelope clearly marked:

**Lonedell R-14 Lagoon Closure Project**

**EXCEPTION:** In the event less than three bids have been received, the district reserves the right to postpone, reschedule or cancel the opening. The district reserves the right to reject any or all bids for any reason.

**ACBM's:** There shall be no asbestos containing building materials used in the scope of this or any project. Any materials used containing asbestos shall be removed by certified licensed abatement contractor (at the expense of the awarded contractor appearing named on the contract for the scope of this project).

There will be mandatory pre-bid meeting/walk through on June 3 at 9:00 am local time for all vendors and contractors. The location of the walk through shall be New Gymnasium Parking lot (North Lot), 7466 HWY FF, Lonedell, MO 63060.

Specifications of materials are to be priced as described; alternate specifications or improvements to the District's specifications may be entertained. Alternate bids and/or specifications must be detailed and well-described for proper consideration. All bids must utilize the bid proposal form(s) included in this packet.

Thank you for your interest in the Lonedell R14 School District.

Dennis Barry  
Project Manager

**BID PROPOSAL FORM**

Bidders Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Mail to : Lonedell R-14 School District  
Dennis Barry, Project Manager  
7466 Hwy FF  
Lonedell, Mo 63060

Deliver to: Dennis Barry  
Jenny Ulrich  
7466 Hwy FF  
Lonedell, Mo 63060

The undersigned agrees to:

1. To hold his/her bid open for forty-five (45) calendar days after bid opening
2. To enter into and execute a contract with Lonedell R-14 School District if awarded on the basis of this bid.
3. To furnish all bonds and insurance documentation required by the bidding documents.
4. To accomplish the work in accordance with the contract and complete the work within the time specified.
5. Observe all prevailing wage laws applicable to the scope of this project.
6. Provide notarized affidavit stating there were no asbestos containing materials used in the scope of this project by the awarded contractor or any sub-contractors hired by said contractor.

Contract Time:

Dennis Barry, Project Manager will determine the start/finish date with the awarded contractor. If the contractor fails to complete the work required by said date they will be subject to liquidated damages of \$250.00 per day.

Bid Proposals:

Bid proposals shall be part of the contract and failure to comply with requirements of this proposal will be a breach of contract.

The undersigned will within 10 days after the receipt of such notice execute the contract and deliver the required bid, performance and payment bond in accordance with the requirements of the specifications.

Addenda (if necessary):

A receipt of the following addenda is hereby acknowledged.

|  | <b>Lagoon Closure Project Description</b>                        |    |
|--|--|----|
|  | <b>Overall Project:</b><br>Lagoon Closure per DNR Specifications |    |
|  | <b>Total Project Cost</b>  | \$ |

Bid bond enclosed: \$ \_\_\_\_\_

Having carefully examined the instructions to bidders, general conditions, specifications and any drawings entitled and all addenda thereto and having examined the site, being familiar with conditions affecting the construction of the work, including availability of material and labor. The undersigned agrees to complete the work as prescribed herein under contract time.

Signature and Title \_\_\_\_\_ Date: \_\_\_\_\_

# CHECKLIST

To Qualify as a Bidder

Bidders will qualify by:

- Obtaining a specification package
- Review all addenda (if applicable)
- Sign and complete all information on Bid Proposal Form (included)
- Complete and deliver E-Verify Addendum and Affidavit with bid proposal
- Deliver Bid Proposal and Bid Bond:
  - To : Dennis Barry
  - By: June 17, 2019, 9:00 am local time
  - In a sealed envelope clearly marked:  
*Lonedell R-14 Lagoon Closure Project*

# CHECKLIST

## To Enter Into Contract

### Requirements:

- Meet all requirements as a qualified bidder (bidder checklist)
- Provide Insurance Certificate for contractor and all sub-contractors
- Provide a list of all suppliers and sub-contractors
- Be recommended and approved by the Board of Education
- Meet all E-Verify Requirements as outlined in the bid document
- Provide a service contract for District review and approval which includes all aspects of the specifications

# CHECKLIST

## For Duration of Construction Project

### Requirements:

- Have a responsible Construction Manager (foreman or supervisor) on site at all times
- Apply for and acquire any and all permits required to begin and complete this construction project
- Contact and accompany the Fire Marshall for any and all inspections
- Contact and accompany the County Building Inspector for any and all inspections
- Make arrangements for any trash removal from the construction site
- Ensure the security of building staff and contents each day by keeping doors locked and windows closed before leaving site
- Use only asbestos free building materials
- Ensure all employees will conduct themselves in a professional manner consistent with that of a public education environment

# CHECKLIST

To Receive Full Payment

## Requirements:

- Achieve substantial completion of this project
- Provide lien waiver from all suppliers and sub-contractors
- Provide prevailing wage determination for all employees and sub-contractors employees working within the scope of this project
- Provide a statement guaranteeing the use of only asbestos free materials in the scope of this project
- Provide a written warranty/guarantee insuring the quality of all materials and craftsmanship for one full year
- Correct any discrepancies discovered by a District representative

## Recommendations

- Accompany a District representative on final walk through

# CONTRACT

Contract is to be provided by successful bidder in accordance with specifications

LONEDELL R-14 SCHOOL DISTRICT  
GENERAL CONDITIONS

**Contact Person is:**

The acting construction manager for this project is the Lonedell R-14 School District. The contact person is Dennis Barry, project manager (636) 629-0401 or Mrs. Jenny Ulrich, superintendent (636) 629-4974.

**Timeframe for Completion:**

***The timeline for this project is October 1<sup>st</sup>-October 31<sup>st</sup>, 2019. Work can begin anytime during this period but must be completed by October 31, 2019. (Weather Permitting)***

**Bid Bond:**

(Required if project is over \$25,000)

A Bid Bond, Cashier's Check or Certified Check in the amount of 10% of total bid made out to Lonedell R-14 School District must be provided as a guarantee that the contractor will enter in to a contract when said contractor is selected.

**Payment and Performance Bond:**

(not required)

Payment and Performance Bonds covering faithful performance of work and payments of all obligations equaling 100% of the contract sum. Bond costs are to be included in bid and supplied prior to entering into contract.

**Contractor Background Check Requirements:**

All contractors and subcontractors shall provide a written statement that all employees under their employ who would have any presence on the District's property have been checked against all State and Federal registries and have no record of offenses that would in any way conflict with the Safe School objective of the Lonedell R-14 School District in providing all reasonable measures to insure the safety and well-being of the District's staff and student population.

**Specifications: Drawings, Existing Conditions and Walk-Through:**

Before submitting their proposals, bidders shall carefully examine the specifications and fully inform themselves of the existing conditions.

Bidders shall make their proposals to carry out and complete work based upon the existing conditions.

**Guarantee/Warranty:**

The contractor guarantees all work performed under this contract against any defects in materials and workmanship for a period of one year from and after final acceptance of the completed work by the owner.

The contractor agrees that he will at his expense, and without extra cost to the owner, remove, repair or replace all defective materials, equipment, apparatus and work and pay all damages resulting from defects.

The contractor shall supply a written guarantee of the use of asbestos free materials.

**Statutory Requirements:**

Bidders attention is directed that all applicable Federal and State laws, Municipal ordinances, codes, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract. They will be deemed included in the contract the same as though written therein full.

**E-Verify:**

(If project is over \$5,000)

All bidders must comply with the Federal Work Authorization Program (E-Verify) that relates to Missouri's Revised Statute 285.530/ HB 1549. Attached documents must be notarized and returned with sealed bid.

**Permits:**

The contractor shall obtain all permits as required. Costs of permits and any associated fees must be included in the bid. The District will not reimburse contractor for permit fees.

By submitting a bid, contractors agree to consult with appropriate local and county agencies during the development and final planning process for this job. Through these consultations the contractor will assure that all bid specifications meet with local codes and regulations and any local agencies interpretation thereof. Contractors agree to procure all applicable State of Missouri and Franklin County permits and licensure before beginning any work on school property.

**Change Order:**

In the event that a project requires a change order, all appropriate local and county agencies will be contacted to determine whether the change order requires any further permits or licensure. The following statement will be included in any change order contracts: “Contractors agree to procure any and all additional State of Missouri and Franklin County permits and licensure, if necessary, before beginning any work on included change order.” If additional permits and/or licensure are required, the administration will insure that the contractor obtains these before any work on the change order begins.

**Taxes:**

This is a tax exempt project and the owner will provide a Missouri State Tax Exemption Certificate. The contractor shall make all material purchases for this particular project with the Tax Exemption Certificate and, therefore will not incur Missouri State Sales Tax. The owner will not reimburse contractor for sales tax under any circumstance.

**No Smoking Policy:**

There is a NO SMOKING POLICY as adopted by the Lonedell R-14 School District Board of Education. This policy prohibits smoking anywhere within the boundaries of the Lonedell R-14 School District Property.

**Asbestos:**

The School District is obligated to notify all contractors working in our schools that asbestos containing materials may be present.

And

However, it is unlikely that the contractor will encounter any ACM's in this scope of work, please be aware that Lonedell R-14 school building is known to contain ACM's.

There is an Asbestos Management Plan kept on site at the school office. You or your contractors may access this plan for details about the location and type of ACM's in our facility.

CONTRACTORS INSURANCE REQUIREMENTS - THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

- A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$500,000 each accident for bodily injury, \$500,000 for bodily injury by disease and \$500,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremens' and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.
- B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
- (1) Premises and Operations
  - (2) Products and Completed Operations
  - (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
  - (4) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and

Property Damage)

\$1,000,000 Aggregate for Products/Completed Operations

\$1,000,000 Personal Injury/Advertising Injury

\$1,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project.

Additional Insured The Owner, all of its officers, directors and employees shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- D. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees, and the Architect and Architect's consultants, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- E. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies.
- F. Waiver of Subrogation The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- G. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Owner, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- H. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- I. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and all of its officers, directors and employees as Additional Insureds, and have the Waiver of Subrogation endorsement added as required.
- J. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

# SPECIFICATIONS AND SCOPE

| <b>Lagoon Closure Project Description</b>                        |
|--|
| <b>Overall Project:</b><br>Lagoon Closure per DNR Specifications |

PREVAILING WAGE REQUIREMENTS:

ALL WORK WILL BE PREVAILING WAGE  
Wage Order #25

290.210-290.340 RSMo

All contractors and subcontractors are required to file an affidavit with the school district stating that the provisions of the prevailing wage requirement have been complied with. The district is not authorized to make final payment until this affidavit has been provided.