



Avis Marshall
City Administrator

106 W. Bourke Street Macon, MO 63552
Phone (660) 385-6421

July 17, 2023

To: All Interested Parties
RE: Request for Proposal for Asphalt Overlays – 2023

The City of Macon will receive sealed proposals for asphalt overlays until 3:00 p.m. CDT on Monday, July 31, 2023. All bids will be publicly opened at approximately 3:01 p.m. on Monday, July 31, 2023.

Mail proposals to:
Mary Lou Craig, City Clerk
Macon City Hall
106 W. Bourke Street
Macon, MO 63552

The sealed envelope shall be plainly marked: Macon Asphalt Proposals – 2023.

All interested parties are requested to fill in the enclosed proposal sheets accompanying this letter and submit such as their proposal.

Questions or requests for additional information should be directed to Transportation and Recreation Superintendent, David Coleman at (660) 346-8246 or street@cityofmacon-mo.gov

Thank you for your interest.

Sincerely,



Avis Marshall

City Administrator, City of Macon
106 West Bourke Street, Macon, MO 63552
(660) 385-6421
administrator@cityofmacon-mo.gov

PROPOSAL

INSTRUCTIONS TO CONTRACTORS:

1. The successful Contractor shall supply all labor, equipment, materials, and tools necessary to perform the work as outlined under SCOPE OF WORK. Each Contractor must fully inform themselves of the conditions relating to the composition of the project and the employment of labor thereon. Failure to do so will not relieve the successful Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this project. Submission of proposal confirms Contractor agrees that they understand, and agree to abide by all terms and conditions, responsibilities, and specifications of the project. Contractor will be presumed to have inspected the site and to be thoroughly familiar with the project requirements. The failure or omission to do so, shall in no way relieve any Contractor from any obligation in respect to his bid.
2. All prices shall be for work in place in Macon, Missouri.
3. Quantities are estimates only and are subject to final measurement upon completion of the work.
4. The SCOPE OF WORK is subject to change pending evaluation of the proposals and monies available to complete the work. The successful Contractor shall execute a contract that incorporates the proposal documents, as amended by any such changes.
5. Payment will be made in one lump sum after close of project. Payment will only be made to the Contractor to whom the Contract is awarded. Contractor shall submit payroll records to City prior to request for payment. Prior to payment the Contractor shall warrant that he has good title to all materials and supplies used by him in the work, free from all liens, claims, or encumbrances. The City of Macon shall be the final judge of the quality and suitability of the work, materials, and methods of construction for the purposes for which they are used. Should they fail to meet approval they shall be forthwith reconstructed, made good, replaced, and or corrected by the Contractor at his own expense. Rejected materials shall be removed immediately from the site.

Payment shall be made after:
 - A. All work has been completed and accepted;
 - B. Acceptable weight tickets and invoices have been received;
 - C. Contractor has provided any necessary documentation to show compliance with the Missouri Prevailing Wage Law, where applicable; and
 - D. The pay request has been approved by City Council during one of their regularly scheduled Council meetings.
6. The City of Macon reserves the right to accept or reject any or all Proposals or to waive any technicalities or informalities if it be in its best interest to do so.
7. Contractor shall provide a list of project references upon request.
8. All work shall be completed on or before Friday, November 17, 2023. The Contractor shall pay liquidated damages to the City of \$500 per day, or portion of day, for each consecutive calendar day thereafter. Once work has commenced, the work shall be continuous, and the contractor shall not remove their personnel and/or equipment from the City until the work has been completed and approved by City personnel.
9. All Proposals shall remain firm for a period of sixty (60) calendar days after opening for the purpose of reviewing and formal approval by the City Council.

10. When requested, the successful Contractor shall make every effort to keep one lane of traffic open at all times.
11. The City will furnish a Missouri Project Exemption Certificate to the successful Contractor. Otherwise, all taxes which might lawfully be assessed against the City shall be included in the Proposal and paid by the Contractor from monies received from the satisfaction of this contract.
12. The successful Contractor will agree to hold harmless, indemnify and defend the City of Macon from any actions taken as part of this project that are not the direct result of negligence on the part of the City of Macon.
13. The successful contractor will be required to carry insurance coverage for the duration of the project in the below amounts, name the City of Macon as an additional insured, provide a certificate of insurance, and provide the policy endorsement pages demonstrating that this requirement is met.
 - Liability insurance at or above \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - Workers' Compensation insurance at statutory levels.
14. The successful Contractor shall be responsible for obtaining all applicable licenses and permits prior to beginning work. A City Business License may be obtained from the office of the City Collector located at 106 W. Bourke Street, Macon, MO. 63552. The fee is \$50.
15. The Contractor will be required to provide a Payment Bond and Performance Bond in the amount of the 100% of the contract price before a Notice to Proceed will be issued. No Bid Bond is required.
16. This is a Prevailing Wage project, therefore:
 - Successful Contractor will pay to each worker, not less than the prevailing hourly rate of wages, as set out in the **Annual Wage Order Number 30, Section 061 Macon County** (Attachment C), attached to and made part of this specification for performing work under the contract (Section 290.250, RSMo).
 - The Contractor will forfeit a penalty to the City of \$100 per day (or portion of the day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor. For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.
 - The Contractor and all Subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so.
 - The contractor will forfeit a penalty to the City of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
 - A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265 RSMo.).
 - Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the

transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

17. Contractors are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program (e.g. e-Verify or qualified equivalent) with respect to the employees working in connection to the contracted services. Successful contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services (Attachment B).
18. The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C paragraphs 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. paragraph 12101, et seq.).

SCOPE OF WORK

SECTION A. Asphalt Overlays

Required Work for each street:

1. Sweeping of surface.
2. Provide and install valve boxes or adjust the height of valve boxes at the time of overlay work.
3. Provide, place, and compact wedge asphalt course as needed.
4. Provide, place, and finish with depth as noted of compacted Type C Asphaltic Concrete Pavement over the entire street, from the edge of the street or the concrete gutter.
5. Tack Coat is an incidental item.
6. Mill butt joints at start and ends of overlays and at intersections with previously paved streets and driveway aprons except where indicated *100% mill (East Douglas from North Rollins to North Rubey).
7. Provide City with at least 48 hours of notice prior to starting work on any street (to allow for completion of #1 below).
8. Where identified by City and where possible, contractor shall lay asphalt adjacent to connecting sidewalks in a manner that minimizes changes in slope and does not create additional barriers to handicapped accessibility.

Provided by City:

1. Notify residents and businesses to allow removal of vehicles prior to starting work.
2. Pavement of any transitions to driveway or side streets, when such transition extends more than two feet from the nominal edge of the overlay.
3. Adjustment of height of sewer manholes prior to Contractor's commencement of work.

Quality Assurance:

Per Section 403, Missouri Highway and Transportation Commission specifications.

Use of Recycled or Recovered Material:

Per Section 401, Missouri Highway and Transportation Commission specifications.

City of Macon, Missouri
Asphalt Proposals 2023

Base Bid:

Task	Ward	Street	From	To	Length	Avg Width	Depth
1	1	Overbrook Drive	West of Bridge	Benton Drive	1184	22	2
2	1	Benton Drive	Overbrook Drive	Ridgeway Street	1434	22	2
3	1	Wellington Way	Stratford Street	Prospect Drive	978	22	2
4	1	Ivy Street	Dogwood Drive	Hawthorn Drive	1046	22	2
5	2	Ponderosa Drive	Pine Drive	Before the Cul De Sac	1212	24	2
6	2	East Douglas Street *100% Mill	North Rollins Street	North Rubey Street	412	24	2
7	2	East Douglas Street	North Rubey Street	North Rutherford Street	322	24	2
8	2	James Street	Pearl Street	Before the Cul De Sac	924	22	2
9	3	Malone Street to Southwest Blvd	South Allen Street	Southwest Blvd City Limits	2134	22	2
10	3	Coates Street	South Allen Street	20' past Cemetary Enterance	2172	24	2
11	4	Willow Lane	All		1387	22	2
12	4	Hilldale Drive	Willow Lane	Willow Creek Bridge	587	22	2
13	4	Kohl Street	Dameron	Hwy 63	830	22	2
14	4	Main Street	Rollins	Hwy 63	2145	22	2
15	3,4	South Rubey Street	Railroad Bridge	4th Street	1415	22	2
16	3,4	Butler Street	Jackson Street	Rubey Street	885	22	2
17	3,4	Butler Street (Includes Parking)	Rubey Street	Rollins Street	419	41	2
		Totals: Base Bid			19,486.0		

Add Alternatives:

18	2	Jackson Street	McKay Street	Vine Street	3263	22	2
19	3	Goggin Street and Malone Street	South Rollins Street	South Allen Street	1399	22	2
20	3	Coates Street	Rollins Street	South Allen Street	468	22	2
21	3	Coates Street	20' past Cemetary Enterance	Patch past Cottonwood Lane	413	22	2
22	3	3rd Street	South Rollins Street	Rubey Street	468	22	2
23	3	4th Street	South Rollins Street	Rubey Street	691	22	2
24	3,4	East Union Street	Hwy 63	North Rollins Street	2132	22	2
25	3,4	South Rubey Street	4th Street	South Rollins Street	1236	22	2
		Totals: Add Alternatives			10,070.0		

TOTALS

29,556.0

ATTACHMENT A
PROPOSAL FORM
Macon Asphalt Proposals – 2023

NAME OF FIRM: _____

MAIN CONTACT: _____

MAIN PHONE NUMBER: _____ FAX NUMBER (optional): _____

MAILING ADDRESS OF FIRM:

Street City, State Zip Code

EMAIL ADDRESS

_____ @ _____

Include any additional information about your staff, equipment, or operations that you feel better explains why the City should select your firm.

REFERENCES (OPTIONAL)

1. Business Name: _____

Contact: _____ Phone: _____

Additional information: _____

2. Business Name: _____

Contact: _____ Phone: _____

Additional information: _____

THE FOLLOWING BID IS THE OFFICIAL SUBMISSION OF OUR FIRM AND CONTAINS NO KNOWN ERRORS OR OMISSIONS:

SIGNATURE

DATE

NAME PRINTED

TITLE

SPECIFICATIONS: Macon Asphalt Proposals – 2023

For the work as shown in the Instructions to Contractors and Scope of Work described above. The above signed Contractor proposed the amounts shown below.

Basic WorkEstimated _____ tons of installed asphalt overlay as described.

Add Alternatives.....Estimated _____ tons of installed asphalt overlay as described.

TotalEstimated _____ tons of installed asphalt overlay as described.

NOTE 1: DEPENDING UPON UNIT COSTS AND ACTUAL QUANTITIES INSTALLED, THE CITY RESERVES THE RIGHT TO DELETE ITEMS OR ADD ONE OR MORE BLOCKS OF SIMILAR WORK AS THE PROJECT PROGRESSES CONTINGENT UPON MONEY APPROVED FOR STREET REPAIR.

Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter as stipulated in the specifications. Contractor further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

Contractor agrees to perform all work described in the specifications for the sum set forth by the contractor as accepted by the Owner.

Contractor understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The contractor agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, contractor will execute the formal contract attached within 10 days.

	QTY	UNIT PRICE	EXTENDED PRICE
Basic Work: Asphalt Overlay (BP1)	_____ Tons	\$ _____/Ton	\$ _____
Edge Milling (0" to 2")	_____ SY	\$ _____/SY	\$ _____

BASIC WORK PROJECT COST \$ _____

Add Alternatives:

Item 18: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 19: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 20: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 21: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 22: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 23: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 24: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

Item 25: Asphalt Overlay: Qty _____ Tons, Unit Price _____/Ton, Extended Price \$ _____

ADD ALTERNATIVE PROJECT COST \$ _____

Estimated start date based on notice to proceed issuance by August 15, 2023: _____

Please acknowledge:

Insurance requirements are acceptable: Yes _____ No _____

We understand the requirements for prevailing wage, federal work authorization program, equal opportunity hiring, and applicable city, state and federal laws and regulations: Yes _____ No _____

Payment and Performance Bond requirements are acceptable: Yes _____ No _____

We believe that we can complete the scope of work by November 17, 2023: Yes _____ No _____

Bids/Proposals/Qualifications shall be submitted by mail or in person on the bid form (Attachment A) and delivered to the City of Macon **NO LATER** than: **3:00 p.m. CDT on Monday, July 31, 2023.**

Bids/Proposals/Qualifications must be sealed and labeled: **"Macon Asphalt Proposals – 2023"**

All bids will be publicly opened at approximately 3:01 p.m. on Monday, July 31, 2023.

Bids should be addressed to:

**Mary Lou Craigg, City Clerk
City of Macon
106 W. Bourke Street
Macon, MO 63552**

RE: Macon Asphalt Proposals – 2023

Questions regarding this REQUEST FOR PROPOSALS may be directed to:

TRANSPORTATION AND RECREATION SUPERINTENDENT, DAVE COLEMAN

106 W. Bourke Street, Macon, MO 63552

Phone: (660) 346-8246

Email: street@cityofmacon-mo.gov

ATTACHMENT B

STATE OF _____)
)ss
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently _____ (title) of (business name) _____, (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and will continue to participate in a federal work authorization program for the duration of the contract with respect to the employees working in connection with the following services contracted between Contractor and the City of Macon, Missouri:
2023 Asphalt Overlay Project in the City of Macon, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Further, Affiant saith not.

Signature Affiant

Printed Name

Title

Date

Subscribed and sworn to before me this ____ day of _____, 20__.

I am commissioned as a notary public within the

County of _____,

State of _____,

Commission Expires on _____.

Commission # _____.

Signature of notary

Date

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding (MOU):

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.
3. If a qualified equivalent is used instead of E-Verify, the letter issued by the State must also be submitted with this affidavit.

ATTACHMENT C

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 061
MACON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
MACON County

Section 061

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.85*
Boilermaker	\$22.85*
Bricklayer	\$22.85*
Carpenter	\$22.85*
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$22.85*
Plasterer	
Communications Technician	\$22.85*
Electrician (Inside Wireman)	\$54.69
Electrician Outside Lineman	\$22.85*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$22.85*
Glazier	\$22.85*
Ironworker	\$22.85*
Laborer	\$22.85*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$22.85*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$22.85*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$22.85*
Plumber	\$22.85*
Pipe Fitter	
Roofer	\$52.91
Sheet Metal Worker	\$22.85*
Sprinkler Fitter	\$22.85*
Truck Driver	\$22.85*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

ANNUAL WAGE ORDER NO. 30

3/23

Heavy Construction Rates for
MACON County

Section 061

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$22.85*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$22.85*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$22.85*
General Laborer	
Skilled Laborer	
Operating Engineer	\$22.85*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$22.85*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 30

3/23

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.