

BID FORM CONTRACTS

Place – City of Macon

Date _____

Project – **2024 Round House Repairs**

Proposal of _____ (hereinafter called "Bidder")

(a corporation/ a partnership/ an individual *(strike out inapplicable terms)* doing business as

_____) to the City of Macon (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids from qualified licensed entities to provide repair services at the Round House, and having examined the plans and specification with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the composition of the proposed project including the availability of material and labor, hereby proposes to furnish all labor, materials, and supplies; and to complete the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder 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. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 16 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Work Schedule (Month/Day) maximum four consecutive weeks

Begin _____ End _____

Bid Pricing

Total Bid _____ Dollars (\$_____)

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

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

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

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

Respectfully submitted:

By: _____
(Signature)

(Title)

(SEAL – if bid is by a corporation)

(Business Address and Zip Code)

Contract Work Described:

This project will involve minimal log damage/rot repair and/or replacement, stripping, chinking/caulking, preservative treatment, staining, and clear coating on the structure known as the Round House at the Brees Lake Park. The structure consists of a primary dodecagon structure (sides measure 10½ feet) with a covered porch entry and storage/bathroom addition. The entire dodecagon structure was fully restored in 2009 and the bathroom/storage room was added in 2012. In 2017 maintenance was completed identical to this contract work described. It is time for standard maintenance and reapplication of UV protectant and fungus & insect control products. The Materials used shall be identical or approved equal to those currently attached. Additionally, replacement of portions of some ramp/stairs/porch log railing is needed.

For safety reasons we will not rent out the facility while this work is being completed.

Please indicate in your bid response documents what month/dates the work would be performed so that we can restrict our public reservation/use of the facility to accommodate this project. We have previously allowed shut down of the facility for a four-week contiguous period for this maintenance to ensure sufficient "good weather" days.

LOG WALL

- removal, disposal, and replacement of logs one section at a time as needed due to damage or rot/decomposition (one short length log near fireplace known to need at least the outside face/half replaced due to wood bore bees). Each log to be glued with polyurethane and fastened with log screws and spikes (spikes will minimize shrinkage). Maintain original style look of hand peeled and hand fitted round logs. All smaller damaged areas need routed out and patched.
- stripping all logs of old stain and graying areas outside (wire brush, power wash, or media blast as appropriate).
- replacement of old grout, flexible-textured chinking, backer rod, and stainable caulk as necessary.
- treatment of logs with UV protectant, as well as insect and fungus control products.
- filling cracks with backer rod and stainable caulk as necessary.
- re-staining of logs with a water-borne latex stain, 2 coats with back brushing (color to match the existing).
- top-coating entire surface with water-borne latex clear finish.

LOG RAILING

This will involve replacement, preservative treatment (UV protectant and fungus & insect control products), staining, and clear coating log railing as needed. The Materials used shall be identical or approved equal to those currently attached.

Railing or porch posts that need to be replaced shall be replaced with material selected to maintain original appearance and equal or added durability (two sections of porch railing to the right of the stairs are known to need replaced)

- stripping all railings of old stain and graying areas outside, including railings and porch posts that do not need replaced (wire brush, power wash, or media blast as appropriate).
- removal, disposal, and replacement of log railing section due to rot/decomposition. Maintain original style look of hand peeled logs.

- replacement of stainable caulk at attachment site as appropriate.
- treatment of new rail sections with UV protectant, insect, and fungus control product.
- staining of new rail section with a water-borne latex stain, 2 coats with back brushing (color to match the existing).
- top-coating entire surface with water-borne latex clear finish.

UNDER PORCH ACCESS DOOR AND WALL PANEL

- the under-porch access door (right side of stairs) and wall panel on (left side of stairs) need rebuilt. Work shall be completed using the same requirements as “Log Walls” above.

INTERIOR FLOOR

- re-seal interior floor with oil finish to retain the softer/rustic look we have now.

REFERENCE:

Currently used products:

Perma-Chink: for chinking. Flexible-textured

Log Builder: log home caulking for chinking and cracks (“Big Stretch” made by Sashco).

TWP 100 Seal & Protectant: 2-coates (available through Westlakes, repels bees)

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Macon (hereinafter also called Owner) is accepting sealed bids at the office of the City Clerk, City of Macon, until **12:00 p.m. on December 21, 2023** for repairs to the Round House. Then at said office at 4:00 pm on December 21, 2023 shall be publicly opened and reviewed and then be submitted to the City Council.

Any bid may be withdrawn, by written request, prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 45 (forty-five) days after the actual date of the opening thereof.

Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Macon and the bidder.

The City of Macon reserves the right to reject any and/or all bids, in whole or in part, and to waive any informality.

2. Preparation of Bid

Each bid must be submitted on the prescribed **BID FORM** and accompanied by:

- Bidder Affidavit of compliance with Section 285.530 RSMo.,
- Bidder Qualifications Form,
- Acknowledgement of receipt of Annual Wage Order No.30 Form,
- Subcontractor List Form, and
- List of References Form.

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

Bids must be mailed or hand delivered to:

Macon City Hall
ATTN: Mary Lou Craigg, City Clerk
106 W Bourke Street
PO Box 569
Macon, MO 63552

Sealed bid envelopes should be clearly marked "**Sealed Bid – Round House Repairs 2024**".

The City of Macon does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organizations, as its agent for the purpose of accepting proposals. Any bid received after the time and date specified shall not be considered. Late proposals, telegrams, FAX or telephone bids will not be considered.

Successful bidder must purchase a City Business License. This License may be obtained from the office of the City Collector located at 106 W. Bourke Street, Macon, MO. 63552.

Submission of bid confirms bidder agrees that they have read, understand, and agree to abide by all terms and conditions, responsibilities and specifications of the project. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to be thoroughly familiar with the project requirements. The failure or omission of any bidder to do so, shall in no way relieve any bidder from any obligation in respect to his bid.

No work is to commence until the Contractor has completed the required paperwork with the City Clerk and a Notice to Proceed has been issued.

FACILITY WILL BE CLOSED FROM FOR THE DURATION OF THIS MAINTENANCE/REPAIR PROJECT.

A walk-thru of the project site can be scheduled by contacting City Hall. Questions concerning the project, or any portion of the bid specifications, may be directed to Mary Lou Craigg, City Clerk (660) 385-6421 or cityclerk@cityofmacon-mo.gov

3. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Bidders and any bidder Subcontractors must be properly and duly licensed, including City of Macon business license, to perform the work.

4. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract required within 10 days after he received notice of the acceptance of his bid, shall forfeit the award and the City may select a new bidder to complete the project.

5. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

6. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the composition of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

7. Addenda and Interpretations

No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Mary Lou Craigg at City of Macon, PO Box 569, 106 W. Bourke , Macon, MO 63552 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.

8. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over composition of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. Method of Award – Lowest Qualified Bidder

The City of Macon shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder. Bids will be carefully evaluated as to conformance with stated specifications.

10. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.

- a. Bidders 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), the Bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Bidder 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. (This form is included in the specifications after the Bid Contract).

11. Wages

Missouri's Prevailing Wage Law establishes a minimum wage rate for certain employee groups for public works projects in Missouri valued over \$75,000. Should your bid response exceed \$75,000 the following prevailing wage requirements shall apply.

prevailing wage project criteria:

- Successful bidder/ 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, 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.
- 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. Payment will only be made to the Contractor to whom the Bid is awarded.

12. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable law, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at a well know place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or doctor's care of persons (including employees), who may be injured on the job site.
- d. Bidders are informed that the Project is subject to the requirements of Section 202.675, RSMo, which required all contractors or subcontractors doing work on the Project to provide, and require its employees to complete, a ten (10 hour) course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

13. Insurance Requirements

The successful Bidder and all subcontractors shall secure and maintain, at its sole cost and expense for the duration of the contract term, the following insurance amounts:

- **\$1,000,000 Liability**
- **\$2,000,000 Aggregate**
- **Workers' Compensation (if required)**
- **Builders Risk Insurance**

The successful bidder will be required to provide a certificate of insurance listing the City of Macon as "ADDITIONAL NAMED INSURED", and sign a hold-harmless agreement.

14. References

Contractor must provide references of projects in similar scope and cost.

15. By submitting a bid, vendors certify that the bid is made independently and without collusion, agreement, understanding, or planned course of action with any other vendor submitting separate bids and that the contents of the bids shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.

BIDDER QUALIFICATIONS

Firm Name: _____
(Company Name)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number) (E-Mail)

Date: _____

Construction Capabilities: (check all that apply)

- | | | |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> General Contracting | <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Demolition | <input type="checkbox"/> Earthmoving |
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> Other: _____ | |

For Corporations Only:

Federal ID Number: _____

Name of State(s) in which incorporated: _____

Dates(s) of incorporation: _____

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date: _____

(President's Name)

(Vice-President's Name)

(Secretary's Name)

(Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

Name and Address of all partners: (use additional sheet if necessary)

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____ or SSN: _____

Percent of work done by Contractor: _____

Number of years in business: _____

Geographical limits of operation: _____

If you have done business under a different name, please give name and location:

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why: _____

Dated this _____ day of _____, 20____.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

Business Name: _____

Address: _____

Telephone: _____

Fax Number: _____

Federal Id: _____

Social Security Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

(Bidder's Signature)_____
(Corporate Secretary's Signature and Seal)_____
(Typed or Printed Name of Signor)

(Seal)

(Partner/Joint Venture Signature)_____
(Typed or Printed Name of Signor)**Use of Subcontractors**

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ (Yes/No). If "yes", please explain:

SUBCONTRACTOR LISTING

For portions of the Contract work the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

Portion of the Work:

Subcontractor name and address:

1. _____

2. _____

3. _____

4. _____

5. _____

Use additional sheets if needed.

BIDDER:

Provide Signature identical to that
Shown on the Bid Form

By: _____

LIST OF REFERENCES FORM

Bidders shall provide three references of projects within a similar scope completed within the past three years.

#1 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments	

#2 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments	

#3 Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments	

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:
Round House Repairs, 1402 S. Missouri Street, Bldg.#D, 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