

CITY OF SIKESTON
INVITATION FOR BID
GENERAL REQUIREMENTS

Date Issued: May 22, 2018
Bid Number: 18-46, 18-47 & 18-48

The City of Sikeston is soliciting bids for the mopping/cleanout of three ditches within the City of Sikeston as specified herein. The sealed bids will be subject to the terms and conditions listed below and any special conditions set forth herein. The sealed bids will be received at the Office of the City Clerk, 105 E. Center Street, Sikeston, Missouri 63801, until **1:30 p.m. Wednesday, June 6, 2018.** Bids should have the vendor's name and the bid number located on the outside of the envelope.

GENERAL TERMS AND CONDITIONS FOR THE INVITATION FOR BID

1. **Bidder must use the attached Bid Return Sheet for submission of bids.** Return Sheet must be signed and notarized. Retain One (1) copy of the bid form for your files. Bidder must use the attached specifications in preparing the bid. By signing, the bidder acknowledges his full knowledge of, and agreement with the general specifications, conditions and requirements of this request for proposal.
2. The following items must be returned and included with the sealed bid:
 - signed and notarized bid return sheet
 - signed and notarized Non-Kickback and Non-Collusion Affidavit

Bids not containing both items listed above will be deemed unresponsive, will not be read, and will be returned to the bidder.

3. Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.
4. Any explanation desired by the bidder regarding the meaning or interpretation of the specifications listed in the Invitation for Bid must be submitted to Brian Dial, Street Superintendent, 105 E. Center, Sikeston, Missouri 63801; (573) 475-3731. All inquiries, whether written or oral, shall be submitted within the time limitations specified in the request for proposal.
5. The City of Sikeston is exempt from all federal and state excise, sales and use taxes.
6. It is the responsibility of the bidder to deliver his bid on or before the date and

time of the bid closing. Bidders must not count on a notary public being available at City Hall. All documents requiring notarization must be notarized by the bid deadline. Otherwise they are incomplete. Amendments to, or withdrawals of proposals received later than the time and date specified as the bid opening will not be operative. Bids received later than the deadline or incomplete bids will be rejected and returned unopened.

7. The City of Sikeston reserves the right to accept or reject any and all proposals, as deemed, in its sole discretion, to be in the best interest of the City. The City reserves the right to reject any proposal if the vendor is delinquent in the payment of any taxes, fees or licenses owed to the City. In the event a vendor is delinquent in any payment to the City, the City may offset the delinquent amount due against sums owed the vendor.
8. The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any bid if the vendor fails to satisfactorily convince the City that he is properly qualified to carry out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.
9. When determining the successful vendor, the City reserves the right to apply up to a five percent (5%) local vendor preference for goods and services provided by vendors located within the City Limits of Sikeston.

Bidders are advised the City of Sikeston has a local vendor preference purchasing policy in the following bid amounts:

\$ 0.01 - \$ 10,000	5%
\$10,001 - \$100,000	2%
\$100,001+	1%

10. The City of Sikeston reserves the right, in its sole discretion, to accept the lowest and best bid.
11. The successful bidder shall post all **applicable** bonds and insurances as required by the City of Sikeston, a certificate of insurance showing proof of liability insurance, proof of workman's compensation insurance and shall secure the appropriate license.
12. The successful bidder shall provide all indemnification and hold harmless agreement to the City of Sikeston.
13. Place the following on the outside of your sealed bid: **Bids #18-46, 18-47 & 18-48 and Company Name.**

14. E-Verify

Prior to contract award, successful bidder must enroll in the federal E-Verify Program for Employment Verification. This is an on-line program which can be accessed at: e-verify.uscis.gov/enroll/. The enclosed affidavit must be completed, signed, and notarized. In addition, successful bidders must provide the City of Sikeston a copy of the 2-page Memorandum of Understanding which includes an electronic signature page. These items are required for contract award, but do not have to be submitted with the sealed bid.

15. Prevailing Wages

The use of prevailing wages (State and/or Federal) is **required** for this project.

Should you have any questions regarding these terms or to arrange a site visit, please contact Brian Dial at (573) 475-3731.

Sincerely,

Jay S. Lancaster
Public Works Director
City of Sikeston

SPECIFICATIONS

Bids 18-46, 18-47, 18-48 Drainage Ditch Clearing

A. INSURANCE

The successful bidder shall furnish all Certificates of Insurance, with the City of Sikeston listed as an additional insured, to the City Clerk prior to the award of the construction contract. Liability coverage afforded under the policy will not be canceled unless at least 15 days prior written notice has been given to the City. The limits of coverage shall not be less than \$1,000,000 for bodily injury and/or property damage per occurrence, with \$1,000,000 aggregate. Successful bidder performing service/installation must also show proof of Workman's compensation insurance.

Any contractor unable to provide certificates of insurance as specified above will not be awarded the contract for the work specified herein.

DETAILED SPECIFICATIONS FOR DRAINAGE DITCH CLEARING

B. SCOPE.

This work covered by this section consists of furnishing all labor, equipment, and materials and performing all operations necessary for the clearing of the areas specified herein; removal of trees and undergrowth and silted materials of said drainage ditches under the direction of the City of Sikeston; for the disposal of debris from clearing; filling any holes or ruts caused by the work or disposal of debris; all as specified herein or indicated on the drawings to complete the clearing work for Ditches listed below all drainage ditches are in the city limits of Sikeston Missouri. They're three different packets. If bidder doesn't wish to bid any portion of the bid packet just put "No BID" on that line.

Three packages are as follows:

Package 1- Bid #18-46

Stallculp Ditch

Package 2- Bid #18-47

Cotton Square Ditch

Package 3- Bid #18-48

Stroms Ditch (North of Kindergarten)

2. INTENT OF SPECIFICATIONS.

It is the intent of these specifications to require all work necessary to clear the noted ditch sections of all forms of vegetative cover, including all trees except as marked by

the City of Sikeston, brush and weeds of all sizes, all trees and undergrowth, and remove silted materials to allow water flow properly. Contractor is to reestablish the original slope/profile of the ditches. Contractor can use laser grade or any other technique to establish the profile/slope of the ditch.

The contractor shall be responsible for verifying to the City the post construction profile of the ditch at regular intervals.

The terms "clear" for this project shall be defined as removal flush with the existing adjacent ground surface as near as practicable in the case of the ditch berms, banks and slopes and flush with the normal channel bottom in the case of items to be removed within the water surface.

Material removed by clearing shall, to the greatest practicable extent, be prevented from being deposited into the ditch channel and shall be collected and disposed of effectively.

When the clearing of a section of a project is complete the cleared area shall have the appearance of smooth ground. Spoil, free from debris, may be deposited on the bank, but must be left with a smooth finish suitable for future mowing.

3. CLEARING.

The Contractor shall clear a section including the ditch channel, and designated slope, with the exception of certain trees which will be marked by the City of Sikeston.

The Contractor shall clear the drainage ditches with machine travel. The machine will operate on the specified side shown on the attached maps.

All trees, saplings, woody growth, etc. are to be cleared along the specified side to the toe of adjacent side of the ditches. All trees larger than 12" in diameter must be cut no more than 24" above the existing ground level, trees smaller than 12" in diameter must be cut not more than 6" above the existing ground level. Any trees or saplings smaller than 6" in diameter or any small undergrowth can be cut with a slash buster.

The Contractor will be held responsible for damage to existing pipes.

Any combination of mowing, sawing, cutting, snagging and grubbing that complies with the following specifications may be employed.

4. DISPOSAL OF DEBRIS.

All woody material may be burned or buried where possible or removed to a designated area of the City of Sikeston approval when burning and burial is not possible. No woody material will be left on top of the ground surface. It must be buried not less than 18" below ground surface. You shall also comply with all Department of Natural Resources and City of Sikeston regulations.

Silt may be put on the bank leveled smooth for future mowing.

5. CHIPPING.

Material may be prepared for disposal by chipping and shall be hauled from the site as set out above. Chipping operations and chip storage shall be conducted in such a manner that chips will not enter into ditches or be off the right-of-way. Chips to be removed are to be considered wooden fragments that are of a size 6" in diameter and larger and 6" in length or longer.

6. MOWING/MOW TRIMMING.

Mowing and mow-trimming operations shall be allowed, however, the Contractor shall minimize the debris from entering the flowline of the ditches.

7. PRIVATE FENCES.

The Contractor will be responsible for the removal of all fences in the clearing process. All fences removed during the clearing process will be put back in place after the clearing of the ditches has finished. The Contractor will be responsible for putting the fences that were removed back to their original positions.

8. CONTACTING PROPERTY OWNERS

The selected contractor will go with a City Representative to meet land owners prior to work beginning.

9. FINAL CLEAN-UP.

Prior to completing operations in a reach of ditch the Contractor shall perform such final clean-up to assure removal of all debris and repair any holes or ruts caused by the clearing.

10. ACCEPTANCE.

Upon completion of the project and acceptance by the City of Sikeston, the Contractor shall have no further maintenance responsibility with respect to re-growth of vegetation after such acceptance.

11. COMPLETEION TIME

Contractors shall have 90 days from the date on the Notice to Proceed to complete the project.

CITY OF SKESTON
AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to 285.530 RSMo, the successful bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- Submitting a completed, notarized copy of EXHIBIT 38, AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ATTENTION BIDDERS: This is required for contract award to the successful bidder. Bidders are not required to include this with their sealed bid.

STATE OF MISSOURI)
)
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 services 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 that those 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 that on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____, (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 an participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between the Contract and the City of Sikeston, 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 employees working in connection with the contracted services.

Further, Affiant saith not.

SIGNATURE

PRINTED NAME, AFFIANT

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

Notary Public, State of Missouri

My Commission Expires:

Commission in _____ County

Commission # _____

PLEASE NOTE:

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

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, and the Department of Homeland Security – Verification Division.