

NOTICE TO BIDDERS

City Hall Furnace Replacements
City of Ladue, Department of Public Works
9345 Clayton Road, Ladue, MO 63124
March 22, 2022

The City of Ladue is requesting proposals for the replacement of (5) furnaces located in the Ladue City Hall Building.

Bids should be accompanied by a bid surety in the form of a certified check or bid bond for 5% of the bid total.

Contractor shall require all on-site employees to complete a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, within sixty (60) days of beginning work on the construction project, as more fully set forth in the bid documents.

The successful bidder shall be required to execute the City Contract Agreement contained in the bid documents.

The City of Ladue hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Bids must be submitted on the forms provided in this document and signed by an authorized officer of the company. No partial or incomplete bids will be accepted.

To set up a time to view the furnaces or for questions about the project, please contact Scot Bollinger Superintendent of Public Works. 314-993-5665 sbollinger@cityofladue-mo.gov

SCOPE OF WORK

Replace five (5) 30+ year-old furnaces located in the City Hall Attic that service multiple spaces.

- New Units are to be of an efficiency rating of 96% or better
- New models should have heat capacities matching existing (80k btu and 120k btu)
- Existing A-coils are newer and utilizing 410-A refrigerant and will remain
- Fabricate and install ductwork to connect to existing supply, return plenums and filter Boxes
- Connect to existing gas, electric and flue piping

- Mechanical permits are required through the City however fees shall be waived
- Remove old units and haul away (can be dumped in the City scrap bin)
- Provide and install new programmable thermostats
- Start and test for proper operation

BID SUBMITTAL

Bids will be accepted at the Ladue Public Works Building located at 9345 Clayton Road, Ladue MO 63124, until 10:00 am on Wednesday April 20, 2022. Bids must be submitted on the forms provided and signed by an authorized officer of the company. Bids can also be emailed to sbollinger@cityofladue-mo.gov. No partial or incomplete bids will be accepted.

The City reserves the right in its sole discretion to reject any and all bids, to waive any technicalities in the bid process, to negotiate with any or all bidders or others for more favorable terms or prices, and to award any bid or portion of a bid as deemed to be the most advantageous to the City of Ladue and to make such investigations as are deemed necessary to determine the ability of the vendor to perform the services requested.

BID BOND

A surety in the form of a **certified check or a bid bond** in the amount of 5% of the bid total must accompany all proposals. Bid bonds will be returned after a Notice of Award is issued to the successful bidder.

CERTIFICATE OF INSURANCE

The Contractor shall obtain and maintain for itself during the term of the Project and the Contract liability insurance coverage of at least \$3,065,952 aggregate and \$459,893 per occurrence or as may be provided in the Agreement. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted. The City may waive any insurance coverages or amounts required to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Ladue as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

The contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence of any hazard, or of any negligence by the contractor or subcontractor, his agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by, or on account of any act or omission of the contractor or subcontractor, his employees, agents or assigns.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workers' Compensation Insurance in full compliance with the Missouri Workers Compensation Act
2. Comprehensive General Liability
 - General Aggregate - \$3,065,952 single occurrence or accident
 - \$459,893 any one person in a single accident or occurrence
3. Comprehensive Automobile Liability
 - General Aggregate - \$3,065,952 single occurrence or accident
 - \$459.893 any one person in a single accident or occurrence
4. Commercial Umbrella/Excess Liability
 - General Aggregate - \$1,000,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements; and in the absence, the certificate will not be satisfactory to the City.

- (a) Insurance evidenced by this certificate will not be canceled or altered except 30 days after receipt by the City of Ladue, Missouri of written notice thereof.

- (b) The insurance evidenced by this certificate expressly includes, for applicable projects, blanket underground coverage including, but not limited to, injury to or destruction of wires, conduit pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating, or drilling, or to injury to or destruction of property at any time resulting therefrom.
- (c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of or structural injury to any buildings or structures due to grading of land, excavation, burrowing, filling, backfilling, or tunneling.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

CONTRACTOR'S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to supervision and control of his own personnel, and scheduling of the work required to insure its proper and timely performance and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

PROSECUTION OF WORK

Any discrepancies or question pertaining to the extent of the work shall be submitted immediately to the Public Works Superintendent.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or

commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the City shall

have full power and authority, at the City's option and without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner.

For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

COMPLIANCE WITH STATE IMMIGRATION STATUTES

As a condition for the award of the Contract, the Contractor 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 with the Work, if any. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in this Project Manual. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor must attached to the Bid Proposal the affirmative proof that the Authorized Representative for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be

available from the City Clerk if needed. Any Applicant who signed an above- described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Consultant.

OSHA TRAINING PROVISIONS

Missouri law, 292.675 RSMO, requires the Contractor and its subcontractor(s) to provide a ten hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to City of Ladue in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo

ADDITIONAL INSTRUCTIONS TO BIDDERS

The bid documents include:

- This Notice to Bidders
- Proposal
- Bid Sheet
- Exhibit A -Contractor Agreement
- Exhibit B - Bid Bond

The Bid Proposal shall be accompanied by the following:

1. Documentation showing the bidder's participation in a federal work authorization program, pursuant to Section 285.230 R.S.Mo. (submittal of the attached Affidavit and documentation shall satisfy this requirement).
2. Proof of lawful presence of the Authorized Representative of the Contractor, pursuant to Section 208.009 R.S.Mo. (submittal of the attached Affidavit shall satisfy this requirement).
3. Identification of the Subcontractors and Suppliers the bidder proposes to utilize, if any, in the performance of the Project.
4. As requested on the bid sheet, at least three (3) references regarding prior work of the bidder on public works contracts in Missouri.

SCHEDULE

A Notice of Award will be issued after the City Council Meeting on May 16, 2022. All work is to be completed within 120 days of receiving the Notice to Proceed.

**PROPOSAL FOR
LADUE CITY HALL
FURNACE REPLACEMENTS**

Submitted by _____

To the City of Ladue:

Pursuant to information in the Notice to Bidders, dated March 22, 2022, the undersigned proposes to furnish all labor, materials, equipment and incidentals necessary to perform all work required by the City of Ladue in strict accordance with the Contract Documents, including such addenda as are acknowledged in this proposal.

The undersigned bidder declares that he has carefully examined the site of the work, made himself thoroughly familiar with the Contract Documents and specifically the Specifications attached hereto, and satisfied himself as to the conditions under which he will be obliged to operate in performing the work that will in any manner affect cost of the work.

As full compensation for the performance of the work in the manner described, the undersigned agrees to accept payment on the basis of his lump sum bid.

If this bid is accepted, the undersigned will, within ten (10) days after receipt of such acceptance, enter into a contract in substantially the form of Exhibit A- Contractor Agreement to do this work and in case of default of entering into such contract, forfeit and pay the amount of the deposit accompanying this bid.

The price on the attached Bid Sheet includes all associated costs. The undersigned agrees to cooperate with employees of the City or other parties that may be engaged in work at the site from time to time during the contract period.

CONTRACTOR _____
BY _____
Company Name
Authorized Representative
Title

Bid Proposal for Furnace Replacements

Please print legibly or type except where signature is required.

Bids are due by 10:00 a.m. on Wednesday April 20, 2022

Lump Sum \$ _____

Bidder Information

Company Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Signature _____ **Date** _____

References

List 3 entities with contact names for projects done within the last 2 years.

Company/Municipality	Address	Phone	Contact Name
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT AGREEMENT
Exhibit A

This agreement, made this _____ day of _____ in the year Two Thousand _____ by and between _____, hereinafter called the contractor, and the City of Ladue, Missouri, hereinafter called the City.

Now therefore, the contractor and the City, for consideration of the amount of _____, agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The contractor shall furnish all of the tools, equipment, labor and everything else necessary to perform, and shall perform in accordance with the specifications and terms of this contract. The work includes all work and materials necessary for the work as described in the Notice for City Hall Furnace Replacements.

ARTICLE 2. TIME OF COMPLETION:

The Notice of Award is anticipated to be issued on May 16, 2022. The contractor shall have 120 days to complete the work as described after receiving the Notice to Proceed

ARTICLE 3. PAYMENT:

The City shall pay the contractor at a rate of \$ _____ for the completed project. Contractor shall submit a monthly invoice for payment and the City will pay within thirty (30) days of receiving the invoice.

ARTICLE 4. THE CONTRACT DOCUMENTS:

The Advertisement for Bids dated March 22, 2022, and Bid Proposal, together with this Agreement form the Contract.

ARTICLE 5. SAFETY:

The Contractor shall be solely responsible for the safety of the work taking place

ARTICLE 6. INDEMNITY:

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this Contract. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City.

To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement. In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 7. ATTORNEY FEES' AND COSTS:

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

ARTICLE 8. TAXES:

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

ARTICLE 9. OTHER REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS BY THE CONTRACTOR:

The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

ARTICLE 10. AMENDMENT; WAIVER:

No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

ARTICLE 11. CHOICE OF LAW:

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

ARTICLE 12. SEVERABILITY:

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

ARTICLE 13. COUNTERPARTS:

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

ARTICLE 14. INDEPENDENT CONTRACTOR:

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. General Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all

construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

ARTICLE 15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

The Contractor shall comply with all applicable federal, (including specifically Title VI of the Civil Rights Act of 1964), state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

Contractor _____
Company Name

BY _____
President

Secretary

CITY OF LADUE, MISSOURI

BY _____

ATTEST _____

BID BOND
Exhibit B

Suitable bid security in the amount of _____ Dollars
(\$ _____) as called for in the advertisement for bids accompanying this proposal.
This sum is to be forfeited to the City of Ladue if the party or parties making this
proposal fail to enter into contract with approved securities within ten (10) days after
the award of the contract has been made.

The undersigned has examined the plans and specifications for the project and has
satisfied himself as to the work to be done and the conditions under which it must be
carried out.

The contractor shall fully complete all work under this contract within 120 calendar
days, the rate of progress and the time of completion being essential conditions of this
contract.

This proposal shall be binding to all heirs, administrators, executors, successors and
assigns.

FIRM NAME _____

BY _____

TITLE _____

ATTEST _____

TITLE _____

ADDRESS _____

PHONE _____

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
 affirm _____ ("Company") is enrolled and will continue to participate in a federal work
(company name)
 authorization program in respect to employees that will work in connection with the contracted
 services related to _____ of the City of _____ and
 any incidental items associated with this work for the duration of the contract, if awarded, in accordance
 with
 Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
 knowingly employ a person who is an unauthorized alien in connection with the contracted services
 for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
 Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF
LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS - 208.009 RSMo.)**

*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
§ 575.040 RSMo).*

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)
)
 County of _____)

ss.

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires:

Notary Public