

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

Sealed Bids for Dexter West Influent Lift Station Improvements will be received by the City of Dexter, Missouri at City Hall, 301 East Stoddard Street, Dexter, Missouri, 63841, until 10:00 AM local time on March 3, 2025, at which time the Bids received will be publicly opened and read.

The Work to be performed under the Base Bid provisions of this contract consists of the following:

Modifications to existing wastewater treatment facility influent lift station which includes, but is not limited to, the construction and installation of new influent pumps, valves, flow controls, electrical, yard piping, miscellaneous site work, and all appurtenances thereto for a complete and functioning influent lift station.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room" and insert Project Number 9517320. Digital download cost is \$30.00 which may be paid online via a credit card. Hard copies of Plans and Specifications may be secured for a non-refundable fee in the amount of \$100.00 per set, from the Issuing Office of Allgeier, Martin and Associates, Inc. at 417.680.7200.

PLEASE NOTE: It is the sole responsibility of all planholders, whether or not they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of bid information obtained from sources other than as indicated in these documents.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to readvertise and to rebid.

Each Bidder must deposit with his bid, security in the amount of five percent (5%) of his base bid which is subject to conditions provided in the Instructions to Bidders.

No Bidder may withdraw his bid within ninety (90) calendar days after the actual date of the opening thereof.

The prevailing hourly rate of wages and fringe benefits for workmen, as determined by the Labor Standards of the State of Missouri and Davis-Bacon Act will be complied with on this project.

This Contract is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure, Investment, and Jobs Act ("IIJA"), Pub. L. 177-58.

Bidders with questions concerning this invitation may contact J. Eric DeGruson, P.E. or Jason Coleman, E.I., Allgeier, Martin & Associates, Inc., P. O. Box 2627, Joplin, Missouri 64803 (417) 680-7200.

City of Dexter, Missouri
Owner

February 1, 2025
Date

By _____ /s/

Title: City Administrator

END OF SECTION - 00 11 13

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

BIDS will be received by the City Of Dexter, Missouri (herein called the "OWNER") at City Hall, 301 East Stoddard Street, Dexter, Missouri, 63841 until 10:00 A.M. local time on March 3, 2025 and then at said office be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Dexter City Hall, 301 East Stoddard Street, Dexter Missouri, 63841. Each sealed envelope containing a BID must be plainly marked on the outside as BID Dexter West Influent Lift Station Improvements and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: 301 East Stoddard Street, Dexter, Missouri, 63841.

All BIDS must be made on the required BID form, Section 00 41 43 of these specifications. BIDDER shall submit a TOTAL BID AMOUNT on the appropriate page. TOTAL BID AMOUNT shall be written in ink or typewritten. Bid form shall be executed when submitted. Only one copy of the BID form is required. TOTAL BID AMOUNT will serve as the basis for comparison of bids.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within ninety (90) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return upon request the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned upon request. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned if requested. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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 Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award of the contract will be made to the responsive, responsible BIDDER submitting the lowest TOTAL BID AMOUNT. Following the reading of the BIDS, the BIDDER submitting the lowest TOTAL BID AMOUNT and having supplied the necessary BID BOND shall be designated the Apparent Low Bidder. Within ten (10) calendar days from the date of the Bid opening, the Apparent Low Bidder shall provide to the Owner a detailed price breakdown of all components of the project with the sum of the extended total of all such component prices equaling the TOTAL BID AMOUNT.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 90 consecutive calendar days thereafter.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: J. Eric DeGruson, P.E. or Jason Coleman, E.I. at 417-680-7200

END OF SECTION - 00 21 13

