CITY OF JOPLIN, MISSOURI

BID PACKAGE

2015-15

GRINDING OF TREE DEBRIS
WITH AN OPTION OF
HAULING OUT THE FINISHED WOOD CHIPS

602 South Main Street
Joplin, Missouri 64801
(417) 624-0820 Ext. 501 (Voice)
(417) 625-4738 (Facsimile)

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NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 3:00 PM, Tuesday, March 24, 2015 in the Joplin Public Works Department located on the fourth floor of City Hall at 602 South Main Street, Joplin, Missouri 64801 to contract for the following professional service:

GRINDING OF TREE DEBRIS
WITH AN OPTION OF
HAULING OUT THE FINISHED WOOD CHIPS

Specifications and bid forms are available from Mary Anne Phillips, by calling 417-624-0820, extension 501 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor. The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have the final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Bid Number 2015-15

Publication Date: March 9, 2015

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to contract for the following services:

GRINDING OF TREE DEBRIS
WITH AN OPTION OF
HAULING OUT THE FINISHED WOOD CHIPS

All bids shall have firm-fixed pricing and shall be honored until October 31, 2015. All bids shall be exclusive of Federal, State, and City taxes. It is the intent of the specifications included with the bid document to generally describe the services desired in sufficient detail as to secure bids on comparable services.

All details not specifically mentioned that are necessary in order for the services to be performed as intended shall be included by the bidder. The service shall be in accordance with the best trade practices. All work shall be in accordance with City of Joplin standard specifications unless otherwise noted. Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

Local vendors or contractors within a radius of twenty-five (25) miles from Joplin City Hall, 602 South Main Street, as defined in Ordinance No. 2008-053 shall be given preference in the awarding of a bid, providing the bid is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00. Notify the City in writing by submitting documentation per Ordinance No. 2008-053 if you wish to be considered a local vendor. Notification of the desire to be considered a local vendor must come with the bid response form.

No permit required by this article shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the director of public works evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than two million dollars ($2,000,000) for each person injured or killed, and in the amount of not less than two million dollars ($2,000,000) in the event of injury or death of two or more persons in any single accident, and in the amount of not less than one hundred thousand dollars ($100,000.00) for damage to property. Such policy may be written to allow the first five hundred dollars ($500.00) of liability for damage to property to be deductible. Should any such policy be cancelled, the director shall be notified of such cancellation by the

insurance carrier in writing not less than ten days prior to the effective date of such cancelation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing the policy the duty to give such notice. The City of Joplin shall be listed as a “certificate holder” and policy shall name the City as an “additional insured” before starting work on the agreement.

Successful contractor shall also become an authorized vendor of the City of Joplin before an agreement can be issued. In addition to any insurance required hereunder, contractor shall agree to reimburse the City for any damage done to City property that occurs during the performance of contract.

The City of Joplin Public Works Director reserves the right to reject any or all bids.

This contract will be awarded to the lowest, responsive, responsible bidder.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.

Once the bids are reviewed and evaluated, the successful contractor will be notified in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way. Delivery of performance should not be completed without the receipt of an authorized purchase order. A contract shall also be issued, as described in *Exhibit D.*

A bid bond or certified check for five (5) percent of the total bid amount---based on the grinding of 11,000 cubic yards---must accompany each bid. The successful bidder shall also be required to furnish a performance bond in the amount of his/her bid and shall, before entering on the work of said contract, be licensed as a contractor of the City of Joplin, Missouri.

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Contractor represents and agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and § RSMo 285.525, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Sample affidavit on page 9.

Once the bids are reviewed and evaluated, the successful contractor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way. Delivery of performance should not be completed without the receipt of an authorized purchase order.

SPECIFICATIONS

GENERAL

The purpose of this bid request is to contract for debris grinding or chipping of all eligible and mutually agreed upon trees, tree limbs, logs, stumps, and brush (tree debris), and the option of hauling out the resulting wood chips, as determined by the City of Joplin, Missouri at the City's designated chipping site.

SERVICES

Quantity - The Contractor shall grind all eligible tree debris as determined by the City. The quantity of the first grinding job is estimated at 11,000 cubic yards, measurements on *Exhibit B.* The piles have been compacted with a front loader. Before grinding starts, the City will have collected more than the 11,000 cubic yards and another measurement by the Engineering Department will take place. City staff and contractor shall "mutually decide" on the exact cubic yards for billing purposes. Should the City accumulate additional tree debris after the initial grinding and before October 31, 2015, the successful Contractor shall have the option of grinding the debris at the bid price, and if the quantity meets the Contractor's minimum amount as described in the bid response form.

Location - The tree debris processing site, 1702 North Schifferdecker Avenue, is City owned property on the west side of Schifferdecker Avenue, approximately .6 mile north of Belle Center Road. A map *(Exhibit A)* and photograph *(Exhibit C)* of the work site is included with this bid packet. The tree debris is on a paved area in one (1) long row, **and** on a non-paved (highly compacted) area in one (1) large pile.

Work Hours – It is the intention to have the work performed on Monday through Friday, from no earlier than 8:00 AM and no later than 5:00 PM, however, special consideration will be made to extend the hours and days if necessary.

Start/End Date – Grinding service shall start in April 2015. If City staff determines that the date or performance standards cannot be met by the contractor, the City reserves the right to negotiate. If a date or performance standard cannot be agreed upon, the City is free to begin pursuing a new contractor. It is the intent of this request for bid to use the same contractor and same pricing for the remainder of the City's fiscal year ending October 31, 2015. Contractor shall supply the minimum amount of cubic yards needed for a return visit.

Finished Product - The finished wood chips shall be approximately four (4) inches in size appropriate for residential gardening and landscaping. Chips shall be placed in manageable piles for future chip "giveaways". Contractor may chip wood into a size other than four (4) inches if Contractor plans to have finished product hauled away for beneficial use, and it is approved by the City.

Contractors are welcome to visit the City and job site prior to responding to this bid.

A representative of the City shall monitor grinding operations at the Schifferdecker site.

The contractor shall use equipment and perform work in a manner to prevent damages to City's infrastructure facility. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City.

The City of Joplin reserves the right to inspect the site, verify quantities and review operations at any time.

PERFORMANCE SCHEDULE

The Contractor shall commence performance in April 2015. This start date is negotiable and dependent on weather conditions and grinding site condition.

Any encounter by the Contractor with dangerous conditions or unusual situations shall be reported to the City the day of the discovery.

OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all assigned activities. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this project.

The Contractor shall be duly licensed in accordance with the City's statutory requirements to perform the work.

The City may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.

BONDING AND INSURANCE

Prior to signing contracts, Contractor agrees to furnish the City with all applicable certificates of insurance and endorsements. Within 24 hours following signing of contract, contractor shall provide copies on insurance policies including all endorsements. The Contractor will be required to furnish a performance bond in the amount of his/her bid based on 11,000 cubic yards and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. Contractor shall also provide a signed "payment bond," which deals with payments to subcontractors. The Contractor shall be able to cover expenses and mobilization costs associated with this grinding operation prior to the initial payment and or between subsequent payments, as well as the aforementioned bonds and insurance. Sample performance bond *(Exhibit E)* and payment bond *(Exhibit F)* documents attached.

BILLING

Invoices for services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, MO 64801. Charges shall be based on completed services. The City of Joplin will not pay in advance of services. Invoices shall include dates of service. The City of Joplin will not pay for additional fees or surcharges (disclosed or non-disclosed) to include---but limited to---labor, assessment, hazardous transportation, manifest, hauling preparation, profile generation, personal protective equipment, insurance, testing/analysis, mobilization/demobilization, billing, invoicing, environmental, fuel recovery, energy recovery, management, travel/housing/meal expenses, or late fees.

PAYMENT

Payment for work completed shall be invoiced by Contractor when work is completed with the purchase order number denoted on the invoice. The City will make payment within 30 days.

QUESTIONS

Contractors may contact the following City employees at 417-624-0820 for additional information or clarifications:

- Dean Smith, Street Department Foreman, Ext. 561
- Mary Anne Phillips, Recycling Coordinator, Ext. 501
- Lynden Lawson, Assistant Public Works Director of Operations, Ext. 560

Questions concerning the specification and bidding procedures should be directed to Mary Anne Phillips, Recycling Coordinator, fourth floor of City Hall, 602 South Main Street, Joplin, Missouri 64801, (417) 624-0820 extension 501, Fax (417) 625-4738.

CITY OF JOPLIN BID RESPONSE FORM FOR GRINDING OF TREE DEBRIS WITH AN OPTION OF HAULING OUT THE FINISHED WOOD CHIPS

Please print or type

COMPANY NAME _____

CONTACT NAME & TITLE _____

ADDRESS _____

VOICE PHONE _____ MOBILE PHONE _____

FACSIMILE NUMBER _____

E-MAIL ADDRESS FOR MAIN COMPANY CONTACT _____

SIGNATURE OF COMPANY REPRESENTATIVE _____

DATE _____

This project will be awarded to the lowest, responsive, responsible bidder based on the grinding price per cubic yard and plan for finished chips. The minimum quantity needed for return service will also be considered in the award.

SPECIFICATION DETAIL

- Rate for grinding per cubic yard

Rate shall be honored up to October 31, 2015 $_____

- Price paid to City per cubic yard or ton of resulting wood chips

to be hauled out by Contractor or subcontractor for beneficial use $_____

- Minimum Cubic Yards of Tree Limbs Needed for Return Grinding Service

up to October 31, 2015 _____

- Comments _____

MARK OUTER MOST ENVELOPE:

"BID 2015-15 GRINDING OF TREE DEBRIS
Deadline: 3:00 pm, Tuesday, March 24, 2015
Attention: Mary Anne Phillips"

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is (name) _____ and I am the _____ (Title) of _____ (Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant