City of Joplin , Missouri

Bid Package

#2016-01

Demolition of Park Building

JOPLIN PARKS MAINTENANCE
DEPARTMENT
3010 WEST 1ST STREET
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 a.m., Monday, February 15, 2016 at the Joplin Maintenance Department located at 3010 West 1st Street, Joplin, Missouri, 64801 to provide the following:

Demolition of Park Building

Specifications and bid forms are available from Steve Curry by calling (417) 627 8879 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 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

Publication Date: ***Friday, January 29, 2016***

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at the Joplin Parks and Recreation Department 3010 W. First Street Joplin Missouri until 10:00 A.M. Monday, February 15, 2016 for demolition of the Park Building at 1st and Schifferdecker located in Schifferdecker Park, in the City of Joplin,Missouri.

This project includes the following: remove existing buildings and concrete.

Specifications and bid forms will be available at the Parks Office. Bids must be received before 10:00 a.m. on February 15, 2016 Joplin Parks and Recreation 3010 W. 1st Street. Bids will be opened at 10:00 a.m. on Monday, February 15, 2016.
The contractor shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to reject any or all bids.

This is a prevailing wage project. Wage rates for this project shall be in accordance with the most current wage rate determination made by the Industrial Commission of Missouri on file in the Department of Public Works. Contractor will use the Division of Labor Standards Form LS-57 to report all wages.

Missouri Law, 292.675 RSMO, requires the awarded 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 awarded contractors 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 the City of Joplin 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.

The successful bidder will have to sign an agreement that they are enrolled and participating in 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§285.525.555, 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.

Contractor shall, before entering on the work of said contract, be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to evaluate all bids, to reject any 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 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.

GENERAL DESCRIPTION AND SPECIFICATIONS
Park Building

The following specifications are minimum and any methods or materials that exceed these in quality will be acceptable. All items intended for acceptance as equivalents must be submitted and approved before they may be substituted.

Base Bid - Description: Remove Building and All of Concrete Slab and Footings

1. Remove the buildings and contents, flag poles and all concrete slabs. Remove footings 30 inches below finish grade. Remove east concrete steps and walkways. Remove the north walkway. Leave east sidewalk along Schifferdecker Street.

2. Contact Empire and remove entry wire and utility pole on the north side of the building.

3. Locate sewer riser and cap off. Cap off 2 sewer risers on east side of building.

4. Disconnect water main and gas main.

5. Remove elevated east dirt area and return to original grade to match existing parking lot elevation.

6. Finish grade with 4" minimum, black dirt, and seed with 5 Star Fescue at manufacturers recommended rate of application.

7. An Asbestos Inspection Report from Mid-America Environmental Solutions is included as part of this bid document and asbestos removal by a certified asbestos specialist is required. Documentation of proper removal and disposal must be provided before final payment. General Contractor retains all salvage rights and is responsible for disposal of all debris in accordance with Local, State and Federal requirements.

8. Site must be secured at the end of each day with temporary construction fencing and warning signs.

9. All inquiries about this project are to be done through the Parks Department. Contact Steve Curry at 417-627 8879.

Alternate #1 - Description: Partial Removal of Slab and Courtyard Concrete Stem Walls

Perform all work as described previously but leave all of concrete slab and only remove the east approximately 45' x 155' concrete and raised dirt area. Strip remaining concrete slab of all floor covering and mastic. Remove all 4 raised courtyard area concrete stem walls, flush with existing slab. All other concrete stem walls remain.

Alternate #2- Description : Partial Removal of Slab and All Concrete Stem Walls

Perform all work as described in Base Bid but leave all of concrete slab and only remove the east approximately 45' x 155' concrete slab and raised dirt area. Strip remaining concrete slab of all floor covering and mastic. Remove all concrete stem walls and the concrete main floor ramp, flush with concrete, leaving a flat, clean concrete slab.

All bids shall have a firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State and City taxes.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time has elapsed will not be considered.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified in writing in the form of an authorized purchase order. Verbal acknowledgements will not be considered as official
Notification and will not obligate the City in any way.

GENERAL CONDITIONS

Bid bond for 5% of the bid amount must be submitted with bid.

Payment Bond and Performance bonds must be secured before contract is awarded.

By executing the contract, the Contractor represents that they have visited the site, familiarized themselves with all conditions under which the work is to be performed and correlated their observations with the requirements of the contract.

The Contractor shall be responsible for any utility release forms, permits and licenses necessary for the execution of the work.

The Contactor shall at all times enforce proper conduct among their employees

and shall not employ on the project any unfit person or any work person not skilled in the task assigned to them.

The Contractor shall have ninety (90) days upon issuance of the purchase order by the City to complete the project. In the event of inclement weather or any other unforeseen circumstances, extensions shall be granted; otherwise a one hundred (100) dollar per day penalty is deducted from the contract amount if the contract is not completed in the specified time.

The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by their operations. On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment and surplus materials. Windblown debris leaving the demolition site must be cleaned up at the end of each day.

Site must be secured at the end of each day with temporary construction fence and warning signs.

BID FORM - DEMOLITION OF PARK BUILDING

Minimum information to be submitted with each bid shall consist of the following:

1 Bid Form

MARK BID ENVELOPES "BID #2016-01, Demolition of Park Building February 15, 2016"

Base Bid: Demolition of the Naval Reserve Building and all of concrete: _____

In Words_____

Alternate #1- Description: Demolition of Naval Reserve Building and partial removal of concrete and Courtyard concrete Stem Walls: $_____

In Words_____

Alternate #2- Description: Partial Removal of concrete and all concrete stem walls: $_____

In Words_____

Contractor_____

By_____

Address_____

Attachment: Mid America Asbestos Inspection Report, August 2010.

A mandatory pre-bid meeting will be held 10:00 AM, February 8 , 2016 at the site. Bids will not be accepted if pre-bid meeting was not attended.

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) _. I _____of_____(Company Name) 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

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

XXXXXXXXXXXXXXX

a Corporation, hereinafter called Principal, and

SAMPLE

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
620 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum XXXXXXXXXXXXXXXXXXXXXXXXX/100 Dollars ($XXXXXXXXXXXXXXXXX) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Park Building Demolition 2016

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term “Amendment”, wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

XXXXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXX

a Corporation, hereinafter called Principal, and

_____SAMPLE_____
_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of XXXXXXXXXXXXXXXXX and XX/100 Dollars ($xXXXXXXXX) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Park Building Demolition 2016

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to

remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____

_____

Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. By
_____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.