

BID PACKAGE 2019-24

LED TRAFFIC SIGNAL REPLACEMENT 2019-2020

Bid Opening Tuesday, September 3, 2019 3:00 p.m.

City of Joplin
Public Works Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 560 (VOICE)
(417) 625-4738 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 3:00 P.M., Tuesday, September 3, 2019 at the office of the Director of Public Works located on the 4th floor of City Hall, 602 South Main Street, Joplin, Missouri 64801 (or by mail to 602 South Main Street, Joplin, Missouri 64801) to PURCHASE the following:

LED TRAFFIC LIGHT REPLACEMENT 2019-2020

Specifications and bid forms are available from Doug Webb, by calling 417-624-0820 ext. 578, 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 or 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
Finance Director

Publication Date: Sunday, August 11, 2019

LED TRAFFIC LIGHT REPLACEMENT 2019 -2020

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NOTICE TO CONTRACTORS

Notice is hereby given: the Director of Public Works of the City of Joplin, Missouri, will accept sealed bids for the following improvements in the City of Joplin, Missouri:

LED TRAFFIC LIGHT REPLACEMENT 2019-2020

This work consists of replacing LED components and modules and conducting preventative maintenance activities in various locations throughout the City.

Plans and specifications are on file in the office of the Director of Public Works located at City Hall, 602 S. Main Street, Joplin, MO. Bids must be in the hands of said Director of Public Works before 3:00 P.M. on the 29th day of August 2019 at which time bids will be opened by the Director of Public Works at the Joplin City Hall, 4th Floor Conference Room.

Specifications will follow the current City Standards. These standards can be downloaded online at http://www.joplinmo.org/publicworks by clicking on the link at the bottom of the page or may be picked up in person in the Engineering Department at 602 S. Main Street, 4th floor, Joplin, MO. Bona fide general contractors may secure copies of the proposed Contract Documents from the office of the Director of Public Works.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the construction specifications and are to be considered as a part of this Notice to Contractors. Notice of Excessive Unemployment is in effect.

Payment for this project will be made to the contractor in cash.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of the bid and shall before entering on the work of said contract be licensed as a contractor with the City of Joplin, Missouri. The Director of Public Works reserves the right to reject any or all bids.

The City of Joplin hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises 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, sex, or national origin in consideration for an award. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly directed to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

DAVID K. HERTZBERG, PE
DIRECTOR OF PUBLIC WORKS

- END NOTICE TO CONTRACTORS -

Publishing date: August 11, 2019

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at City Hall, 602 S. Main St., Joplin, MO 64801 until 3:00 P.M, Tuesday, September 3, 2019 for making the following improvements:

LED TRAFFIC LIGHT REPLACEMENT 2019-2020

This project includes the following: furnish labor and equipment to replace LED components and modules to all City owned Traffic Signals.

The contractor shall be licensed with the City of Joplin, Missouri before entering the work of said contract. The City reserves the right to reject any or all bids.

The successful bidder must sign an agreement that they are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all 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, will maintain 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.

A bid bond for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance and payment bond in the amount of the bid and shall, before entering on the work of said contract, be licensed as a contractor with the City of Joplin, Missouri. The City reserves the right to evaluate all bids or to reject any bids and re-bid on 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 regarding acceptance of bids and issuance of awards.

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

GENERAL INSTRUCTIONS

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.

There are two (2 bids that bidders need to complete: 2019 and 2020. One price will be added together for the bid price.

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.

Preference will be given to local vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership occurring within said radius. "Local" shall not include the following:

a) Those businesses with only a local post office box; or
b) Those businesses with a sales presence in said radius; or
c) Home-based businesses who's orders for products ship from out-of-town to their customers.

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

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

1 Bid Form (all lines completed)
2 Bid Bond

PLEASE MARK BID ENVELOPES:

"BID PACKAGE 2019-24
LED TRAFFIC LIGHT REPLACEMENT 2019-2020
Thursday, August 29, 2019"

SCOPE OF WORK

The contractor shall be responsible for ensuring products meet current ITE and MO Dot specifications and are included on their approved products list. The contractor shall be responsible for purchasing and installation of LED replacement modules:

LED TRAFFIC LIGHT REPLACEMENT 2019

2019 Bid and Replacement
301 - 12" Reds
297 - 12" Yellows
297 - 12" Greens
18 - 12" Green Arrows
18 - 12" Yellow Arrows
208 – Countdown Ped LED's 16"x 18"

	Intersection	Red Ball	Yellow Ball	Green Ball	Red Arrow	Green Arrow	Yellow Arrow	Countdown PED
1	1st & Main	10	10	10				8
2	2nd & Main	13	13	13				8
3	3rd & Main	10	10	10				8
4	4th & Main	14	14	14		4	4	8
5	5th & Main	8	8	8				8
6	6th & Main	10	10	10				8
7	8th & Main	10	10	10				8
8	9th & Main	10	10	10				8
9	10th & Main	12	12	12				8
10	2nd & Joplin	8	8	8				8
11	3rd & Joplin	7	7	7				8
12	4th & Joplin	6	6	6		1	1	8
13	15th & Joplin	10	10	10				8
14	4th & Wall	8	8	8				8
15	2nd & Virginia	11	11	11				8
16	2nd & Maiden Ln	14	14	14				8
17	4th & Maiden Ln	14	14	14				8

18	4th & Virginia	10	10	10				8
19	4th & Pennsylvania	10	10	10				8
20	4th & Murphy Blvd	9	9	9				
21	4th & St Louis	14	14	14		4	4	8
22	4th & Florida	14	14	14		4	4	8
23	Zora & Florida	13	13	13		2	2	8
24	Zora & St.Louis	14	14	14		2	2	8
25	MSSU	14	14	14				8
26	Newman & Florida	12	12	12		1	1	8
27	Broadway & St.Louis	12	12	12				8
28	Duquesne Rd & Zora	4						0
	Subtotal	301	297	297	0	18	18	208

LED TRAFFIC LIGHT REPLACEMENT 2020

2020 Bid and Replacement
266 - 12" Reds
266 - 12" Yellows
266 - 12" Greens
66 - 12" Green Arrows
52 - 12" Yellow Arrows
188 – Countdown Ped LED's 16"x 18"
LED Lamp Modules for Programmable View Signal Heads
7 Reds
7 Yellows
7 Greens

	Intersection	Red Ball	Yellow Ball	Green Ball	Red Arrow	Green Arrow	Yellow Arrow	Countdown PED
29	15th & Main	8	8	8	4	4	8	8
30	20th & Main	16	16	16		4	4	8
31	26th & Main	12	12	12		2	2	8
32	20th & Joplin	7	7	7				8
33	26th & Joplin	7	7	7				8
34	20th & Wall	8	8	8				8
35	26th & Wall	7	7	7				8
36	Junge & Maiden Ln	9	9	9	4	4	8	8

37	20th & Maiden Ln	8	8	8	4	4	8	8
38	26th & Maiden Ln	12	12	12		4	4	8
39	Murphy Blvd & Conn	14	14	14		2	2	8
40	15th & Conn	16	16	16		4	4	8
41	20th & Conn	12	12	12		4	4	8
42	24th & Conn	10	10	10		1	1	6
43	26th & Conn	14	14	14		2	2	8
44	20th & Indiana	12	12	12		4	4	8
45	Junge & Schiff	14	14	14				8
46	20th & Schiff	16	16	16		4	4	8
47	26th & Schiff	14	14	14				8
48	32nd & Schiff	16	16	16				8
49	32nd & McClelland	14	14	14		4	6	8
50	32nd & McIntosh	15	15	15		2	2	8
51	32nd & Jack/McIntosh	12	12	12	2	4	4	8
52	20th & Davis	9	9	9				6
	Subtotal	282	282	282	14	53	67	188

LED TRAFFIC LIGHT REPLACEMENT 2019-2020 TOTAL:

	Intersection	Red Ball	Yellow Ball	Green Ball	Red Arrow	Green Arrow	Yellow Arrow	Countdown PED
	Total	**583**	**579**	**579**	**14**	**71**	**85**	**396**

PROPOSAL:

LED TRAFFIC LIGHT REPLACEMENT 2019-2020

DEPARTMENT OF PUBLIC WORKS
CITY OF JOPLIN, MISSOURI

SPECIAL PROVISIONS: In addition to the standard specifications of the City of Joplin, the following shall apply:

1. General

1.1 City of Joplin traffic engineer or signal technician must be notified when project is to begin.

1.2 All work shall conform to City of Joplin standard specifications and any applicable Institute of Transportation Engineers specifications pertaining to LED retrofit modules.

1.3 Payment for LED installation will be made to the contractor in cash by the City of Joplin. The contractor shall request payment on City provided forms. Prior to asking for payment, LED installation must be inspected by City of Joplin traffic engineer or signal technician.

1.4 The project will be split into two (2) equal segments as half of the project will be funded out of the 2018-2019 budget and half will be funded out of the 2019-2020 budget.

1.5 LED lamps will be provided by the City of Joplin.

1.6 On all streets, the contractor will be required to follow Work Zone Safety Guidelines for barricades at the construction sites as set forth in the Manual on Uniform Traffic Control Devices. The contractor will be required to furnish sufficient barricades, cones, and flares in good condition to adequately protect work in progress. All barricades must comply with existing ordinances (i.e. working flashers, reflective tape or paint, etc.) with particular attention paid to the appearance of the barricades.

1.7 Failure to properly barricade during installation will be enforced, per code, by the City of Joplin Police Department with fines and court costs being assessed. Also, any call-out costs for improperly barricaded sites will be billed to the contractor.

1.8 The contractor will schedule work to minimize interference to traffic on business and heavily-traveled arterial and through streets. Work on business streets will be done mid-week.

1.9 The contractor must be licensed to do work with the City of Joplin.

1.10 Telephone numbers must be provided for emergency calls regarding barricades, flares, etc., and a necessary means of daily communication.

1.11 The City reserves the right to deny any and all work beyond the installation trial.

THE UNDERSIGNED hereby proposes to furnish the labor for:

Signal LED Replacement Quantity 2019

in the City of Joplin, Missouri, according to Estimate No 8352 Plan No. 8352, and general specifications for such work on file in the office of the City Engineer and Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on the 14th day of August 2019 at the following prices to-wit:

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Signal Balls	931	EA		
2	Pedestrian Heads	208	EA		
				PROJECT TOTAL	

Should this proposal be accepted, the undersigned agrees to enter into a contract within fifteen (15) days from notice of award and enter into bonds with good and sufficient securities to complete this work in forth-five (45) working days. A penalty of Five Hundred Dollars ($500.00) per calendar day thereafter shall be instituted with the amount to be deducted from the contract price. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the City of Joplin from all damages or injuries to any person or persons either in the employ of the contractor, agents, servants, or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, the deposit or certified check of five percent (5%) of the total bid amount as surety shall be forfeited to the City of Joplin.

Dated _____ day of _____, 20_____.

COMPANY _____

Address _____

Signature _____

(Print Name) _____

CITY CONTRACT NO. 8352

THIS CONTRACT, made and entered this _____ day of _____, 20___, by and between the City of Joplin, A Municipal Corporation, Party of the First Part, And

CONTRACTOR
Address

Contractor, Party of the Second Part,

WITNESSETH: The said party of the second part herby agrees with said party of the first part to furnish, at his own cost and expense, all labor, machinery, plant equipment, transportation, and other items that may be required therefore and to do the work in a first-class and professional manner, pay for all labor, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents, or employees, and execute in connection herewith a good and sufficient bond in the amount of _____ and NO/100 Dollars ($_____); approved by the proper officer as a guarantee to said City for:

Signal LED Replacement Quantity 2020

And to perform the same in accordance with specifications and all the provisions of the Joplin City Code of 1998, as amended, and according to the City Engineer's Plan No 8352 and Estimate No. 8352 on file in the office of the Director of Public Works. All of which are, by reference made, part of this contract to perform said work for the following prices to-wit:

	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Signal Balls	916	EA		
2	Pedestrian Heads	188	EA		
3	Programmable View Signal Heads	21	EA		
				PROJECT TOTAL	

It is stipulated that no less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri shall be paid to all laborers performing work under this contract. In the event that the second party fails to pay each laborer a sum equal to the stipulated prevailing wage rates, the second party shall pay unto the City as a penalty, the sum of Ten Dollars ($10.00) per day for each laborer who is paid less than such stipulated rate for work done under this contract.

The Director of Public Works shall give the party of the second part notice in writing to commence said work and the same shall be completed in forty-five (45) working days. Should the party of the second part fail to complete said work on or before said date or such additional time allowed by the said date or such party of the first part, a penalty of FIVE HUNDRED DOLLARS ($500.00) per

calendar day shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works.

The second party agrees to keep posted a clearly legible statement of all prevailing wages pertaining to laborers engaged in the performance of this contract in a prominent and easily accessible place at the site where the work is being performed by it or each sub-contractor.

It is further stipulated that the second party will produce records of the wages paid to laborers employed in construction under this contract for the inspection of the Director of Public Works and/or members of his department.

It is further stipulated and agreed, before final payment is made or tax bills finally issued, the second party shall provide an affidavit to the first party stating they have fully complied with the prevailing wage law under this contract.

When work detailed in this contract is fully completed to the specifications and stipulations thereof, accepted by the City of Joplin, and upon certification to the Director of Finance the contractor will be paid in cash.

IN WITNESS WHEREOF, the City of Joplin, acting by and through the Director of Public Works, and the party of the second part, having subscribed these presences the day and year first above written.

CITY OF JOPLIN

By _____
Party of the First Part

(CONTRACTOR)

Approved as to form this _____ day

of _____, 20___.

By_____
Party of the Second Part

_____
Peter C. Edwards, City Attorney

Federal ID No._____

PERFORMANCE BOND
CITY CONTRACT NO. 8352

KNOW ALL PERSONS BY THESE PRESENTS: That

CONTRACTOR
Address

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address 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, in the total aggregate penal sum of _____ and NO/100 Dollars ($_____) 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:

LED TRAFFIC LIGHT REPLACEMENT 2019-2020

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all 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 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 twenty percent (20%), 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, Contract, or 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)

Unauthorized Aliens Workers Act

The successful bidder must sign an agreement stating they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees, 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, will maintain compliance for the duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City of Joplin 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 ("FWAP") with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant