On-Call Infrastructure and Utility Cuts 2024

Mandatory Pre-Bid Meeting:
October 24th, 2024, at 10:00 a.m.

Bid Opening:
November 7th, 2024, at 10:00 a.m.

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

Phone: 417 624-0820 Ext. 1530
FAX: 417 625-4738

On-Call Infrastructure and Utility Cuts 2024

Table of Contents

Notice to

Contractors

Bidder's

Checklist Special

Provisions Bid

Form

City Contract

Contractor's Performance

Bond Contractor's

Payment Bonds

Anti-Collusion Statement

State Wage Orders

NOTICE TO CONTRACTORS

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

On-Call Infrastructure and Utility Cuts 2024

This project includes the following: repair and restoration of public infrastructure that sustained damage including but not limited to utility maintenance, additions, main breaks, new construction, etc. The selected contractor will furnish at their own cost and expense all labor, material, machinery, plant equipment, transportation, and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees. Contractor is to perform the same in accordance with the specifications and all provisions of the most current Joplin City Code, and in accordance to this specification on file in the office of the Director of Public Works. The contractor shall be given access to an electronic database that is automatically updated with repair locations throughout the City in which the contractor shall have fifteen (15) business days to complete the repairs from the day the permit is added to the online web portal. Should the contractor fail to complete the work on or before said date or such additional time allowed by the City, a penalty of FIVE HUNDRED DOLLARS ($500.00) per business day per individual excavation will be assessed. All cuts within an arterial or collector street will be charged double this rate and shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works. Response time is required to be within 1 hour of notification to address problems on arterials and collectors.

Specifications are on file in the office of the Director of Public Works located at 602 S. Main Street. Bids must be in the hands of said Director of Public Works before 10:00 AM on the 7th day of November 2024. Bids will be opened by the Director of Public Works or alternate at 10:00 AM on the 7th day of November 2024 at the Joplin City Hall, 602 S. Main Street in the 4th Floor Conference Room. A mandatory pre-bid meeting will be held on 24th day of October 2024 at 10:00 AM in the 5th floor conference room.

Payment for this project will be made to the contractor monthly, only with receipt of approved invoices.

All contractors must be licensed as a contractor in the City of Joplin, Missouri. The Director of Public Works reserves the right to reject any or all bids.

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.

A bid bond of $25,000.00 must accompany each bid. The successful bidder will be required to furnish an indemnity bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The Director of Public Works reserves the right to reject any or all bids.

It is recommended that a firm that is capable of handling 30 cuts per week including the infrastructure work. Sub-contracting is permissible.

1. Contractors are cautioned that unbalanced bids can be rejected. The City reserves the right to reject or delete any part of the bid.
2. Method of Award - Lowest Qualified Bidder: Contract will be awarded to the lowest responsible bidder based on the total bid amount.
3. The contract is a prevailing-wage job.

BIDDER CHECKLIST / INSTRUCTIONS
FINAL CHECKLIST BEFORE SUBMITTING BID

☐ 1. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Joplin, 602 S. Main Street, Joplin Missouri. **Provide the contractor's name and address on the outside of the envelope**.

☐ 2. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.

☐ 3. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation.

☐ 4. For paper bids, submit a bid bond executed by bidder and surety.

☐ 5. For paper bids, staple addenda to the bid, thus acknowledging receipt of said addenda. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

☐ 6. Include a copy of the Proposal, fully filled out with all unit prices and extended total prices.

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JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

All work is to be completed to City of Joplin Standard Specifications, unless otherwise addressed in the Job Special Provisions

A. Contract Requirements
B. Schedule of Work
C. Work Zone Traffic Control
D. Project Contact for Contractor/Bidder Questions
E. Emergency Provisions and Incident Management
F. Pavement Cuts and Restoration
G. Concrete Requirements
H. Concrete Curb & Gutter
I. Concrete Sidewalk & Curb Ramps
J. Saw Cutting
K. Removals
L. Hydro-Excavating
M. Force Account

The contractor must be licensed to complete all work in the City of Joplin.

Section A – Contract Requirements

1.0 Telephone numbers must be provided by the contractor for emergency calls 24 hours a day regarding cuts, traffic control barricades, flares, etc., as well as a necessary means of daily communication.

2.0 Repair and restoration work to utility cuts and On-Call Infrastructure under this proposal will be for a period of one year, beginning with the Notice to Proceed. This contract may be extended an additional three years in accordance with City of Joplin purchasing regulations.

3.0 The City requires that the contractor maintain electronic record keeping. Access will be provided to an electronic online portal with a provided username and password to an ESRI ArcGIS Online Account. This account will provide access to all utility cut permits that will be requested throughout the duration of this contract. It is suggested that the contractor check this site on a daily basis for an updated list of permits to execute. Paper/electronic copies of the utility cut permits will not be provided by City staff. CONTRACTORS ARE REQUIRED TO USE OUR ONLINE PERMITTING PROCESS THROUGH ARCGIS. A set of instructions on how to access the online account is provided below.

3.1 To access the ESRI ArcGIS Online Account, you will need to navigate to the following site: http://joplinmo.maps.arcgis.com/apps/webappviewer/index.html?id=3d351956a29c4fb8b4a60993e1702680. Enter the username and password provided below.

Username: Traffic_Control3

Password: JoplinTraffic3

After entering this information, you will be taken to the map screen showing the "Joplin Utility Cut Map." The map screen will load, and a series of utility logos will be displayed. These logos are point features on the map that represent the utility cut permits that have been filed by the utility companies.

To begin the process of downloading a list of permits, click the icon in the bottom right-hand corner of the screen that looks like a menu (see **Figure 1** below).



Figure 1 – Attribute Table Button

This will bring up a tabular view of the permits listing. Click the "Options" button, then click "filter." This will bring up another dialog box with two options. Select "Add a filter expression." In the first dropdown box, select "Start Date (Date)." In the second dropdown box, select "is between." In the next two boxes, you can enter a permit start and end date which you can use to filter the results to display only permits that are within that date range.

No other electronic operations besides those described in the paragraphs above are allowed in the aforementioned online GIS utility map without consent from the City of Joplin.

5.0 Payment for utility cut repairs will normally be made on a monthly basis, following the completion and acceptance of the work and submittal of the payment for a final measurement of the repairs. Payment for utility cut repairs will be made at the bid rate, unit price. The contractor shall ask for the payment on City provided forms. Payment will not be made on utility cuts not listed. The Contractor must provide an itemized list of the repaired utility cuts in an excel spreadsheet.

6.0 All inactive open cuts shall be surrounded by the required traffic control as per MUTCD Standards. Any call out for improperly barricaded sites will be billed to the contractor. The contractor will schedule his work to minimize interference to traffic of business and heavily traveled arterial and collector streets. Work on arterial and collector streets near retail business will normally be done mid-week.

7.0 The contractor will be required to furnish a performance bond or certified check in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) to the City of Joplin before entering into the work of said contract. In the case of termination by fault of the contractor, any damages relating to failure to complete cuts between the time of termination of the contract and the city securing a new contract shall be withdrawn from this amount.

8.0 The City of Joplin has the discretion to direct specific individual contracting. Large permits may be sub-contracted separately.

9.0 Work orders for On-Call Infrastructure

- The City will provide estimated quantities and appropriate documents as needed to complete work.
- The City will provide work orders once a reasonable amount of work is identified, as agreed upon by both parties.
- The City shall award a Mobilization not to exceed 5% with engineer's approval. ONLY APPLIES TO ON-CALL INFRASTRUCTURE WORK.

Section B – Schedule of Work

1.0 Repairs to the utility cuts are to be made within FIFTEEN (15) business days from the date they are posted to the utility cuts web portal. Areas of pavement needing repairs (chuck holes, heaved pavement, etc.) will be marked out by the inspector and these areas will be repaired in the same manner as utility cuts.

2.0 Failure to complete the utility cut repairs within FIFTEEN (15) business days from when the permit is listed online (except for reasons listed below) will result in a damage of THREE HUNDRED DOLLARS ($300.00) per business day per individual excavation.

A. Weather conditions, limitations, and protection apply according to standard City specifications.
B. Construction or another contractor in the way of the repair may extend calendar days.

3.0 On-call infrastructure work order items are to be completed within the agreed upon completion time at the time the city issues the work order.

Section C – Work Zone Traffic Control

In addition to restoring the utility repair and or infrastructure, the contractor shall provide and design traffic control plans that are in accordance with and meet MUTCD guidelines. All traffic control items, arrow boards and message boards shall be in compliance with the MUTCD standards and shall be subject to review and approval of the City of Joplin.

1.0 On all streets, the contractor is required to follow Work Zone Safety Guidelines for barricades at the construction sites, as set forth in the Manual on Uniform Traffic control Devices (a copy of which can be obtained on the MoDOT web site). The contractor will be required to furnish a sufficient number of barricades, cones, fence 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 being paid to the appearance of the barricades. Channelizers, barricades, and signs are to be charged on an each per job basis, not a daily basis.

2.0 The contractor will supply and deliver all necessary traffic control devices to the utility cut

site. The contractor will be responsible for any major relocations or shifting of traffic control during the utility cut repair process. The contractor shall also remove all traffic control upon completion.

3.0 The contractor shall (if necessary) design, supply and deliver all traffic control devices as requested by the City of Joplin Traffic Engineer, Utility Coordinator, or City Inspector which may or may not include all projects. The Contractor shall be considered a sole source provider.

4.0 The contractor will furnish and maintain all necessary barricades, yellow caution tape, fences, barriers, flashing arrow signs, sufficient temporary approaches (maintained) and flaggers to prevent accidents to the public, etc.

5.0 The Contractor shall be responsible for coordination of traffic control with co-existing construction projects, with respect to detours, signage, etc.

6.0 The prime contractor shall be responsible for the daily use of personal safety equipment, (i.e. reflective vests, hard hats, etc.) and for safe operation of equipment and haul trucks on the project, for all crews and subcontractors.

7.0 Road Construction Ahead signs shall be installed prior to the beginning of all other work operations and shall be removed only after work operations have ended.

8.0 Twenty-four hours per day, safe, 2-way traffic shall be maintained on all streets during construction, except where road closures and detours are allowed by the City of Joplin. Access at approaches within the project limits shall be maintained at all times.

9.0 The Contractor shall be responsible for maintaining the signs and required warning lights on a daily basis, and additional prompt maintenance when alerted to problems by the City. Signs shall be subject to rejection due to wear and tear.

10.0 Construction signage and any incidental detour route marker assemblies shall be placed for optimum visibility to the motorists, (i.e. with the avoiding of obstructions), and growth of vegetation over signage shall be eliminated as part of normal maintenance.

11.0 When sand bagged temporary signs are acceptable, the contractor shall provide a sufficient number of sandbags to keep signs erect in windy conditions. Sandbags are incidental to installation cost of signs when used.

12.0 The accepted quantities of construction signs, detour route marker assemblies, detour route marker assemblies-multiple routes, temporary worksite speed limit sign assemblies, road closure sign assemblies, removal of conflicting pavement marking, and temporary pavement marking will be paid for at the contract per each.

13.0 Additional work, incidental to this work, shall include the placement and maintenance of temporary aggregate pavement at approaches as directed by the City Traffic Engineer, Utility Coordinator, or City Inspector.

14.0 All Traffic Control Plans and are the responsibility of the contractor; Temporary traffic

control plans shall be provided for review preceding any work being performed on arterial or collector streets. Traffic control plans will not be required for residential streets unless the contractor fails to follow MUTCD guidelines, then plans will be required. The contractor is liable for all traffic control installation pending a City review. All traffic control plans should be submitted to both Drusk@joplinmo.org or Jhagerma@joplinmo.org.

Definition of Contract Items

Per Bid Documents and Contract.

Section D – Project Contact for Contractor/Bidder Questions

1.0 All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Name: Dakota Rusk (Traffic Engineer)
Address: 602 S. Main Street, Joplin, Missouri 64801
Phone Number: 417-624-0820 Ext. 1530
Email Address:Drusk@joplinmo.org

Section E – Emergency Provisions and Incident Management

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed.

Utility Coordinator 417-624-0820 Ext. 1532
Dakota Rusk (Traffic Engineer) 417-624-0820 Ext. 1598
Jeremy Hagerman, PE (Assistant Director of Public Works – Engineering) 417-624-0820 Ext. 1538
Dan Johnson, PE (Director of Public Works) 417-624-0820 Ext. 1500

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

City of Joplin Fire: (417) 623-0403 City of Joplin Police: (417) 623-3131
Missouri Highway Patrol (417)-629-3144

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the

engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

Section F - Pavement Cuts and Restoration

1.0 Cuts shall be excavated to a depth of twelve (12) inches. Two inches of compacted limestone base shall be placed in the bottom of the cut and ten (10) inches of concrete shall be placed on the base to existing pavement level. In very specific cases where the road has been recently resurfaced, 8" concrete with a 2-inch Hot Mix Asphalt surface course may be required per direction of Utility Coordinator or City Engineer.

2.0 The contractor shall compact two inches (2") of base rock as specified in City Standard Section 1300-Subgrade Preparation and install ten inches (10") of Portland cement concrete for concrete surface. The contractor will follow the most recent City Standard Specifications; Section 3100-Portland Cement Concrete for all street repairs unless otherwise directed by the City that the repair must be a hot mix asphalt repair. Compaction tests shall be performed on all excavation area as deemed necessary by the engineer, additional material shall be removed and replaced with base rock. The base rock shall be placed in 2" layers and compacted as specified above. When a street repair is made next to another repair or is bordered by existing concrete pavement, the contractor shall use dowels to transverse the construction joints at a minimum of 16" spacing.

3.0 After satisfactory compaction is achieved the contractor shall perform a 2nd saw cut to extend a minimum of 12" on each side of the original cuts. Any cuts with rolled edges or pavement failure deemed necessary to enlarge more than twelve inches shall first be inspected and marked to the required saw line. No direct pavement will be applied to excavation outside the original marked area unless directed by Utility Coordinator or City Engineer. In any paved area where the existing pavement is questionable for a saw cut repair, the inspector may waive the saw cut requirement.

4.0 Any utility cut not required to be saw cut shall have outside edges of cuts neatly trimmed to a straight line and shall be beveled on a minimum slope of one-inch horizontal to five inches vertical cuts, but asphalt overlays of brick or concrete shall be beveled. All open saw cuts beyond the repair shall be sealed with a bituminous sealer to prevent water penetration. Bituminous sealer shall not extend beyond the width of the cut and shall finish flush with the surface.

5.0 Prior to ordering concrete, the contractor shall request an inspection of the trimmed edges, adequate base and proper depth. Any deviation from the above requirements shall be corrected.

6.0 The contractor shall dispose of all excess material. Excavation of rock or cold mix shall be considered subsidiary to the installation item.

7.0 The contractor shall have someone available on call 7 days a week, 24 hours a day, to provide traffic control assistance at barricade sites or to provide cold mix patching of utility cut repairs.

8.0 The contractor shall install ADA ramps in area of curb cuts or sidewalk replacement on corners or other areas as specified by the engineer.

9.0 The pay items for clean black dirt and mulch seeding shall include all costs for restoration of disturbed areas per City of Joplin Standards. This restoration services must be authorized by the city. Damage in regard to forms and installation of curbs, driveways, sidewalks and up to the right of way line will be done at the contractor's expense. Damage done by permit holder will be repaired by the contractor and charged to the permit holder.

10.0 The contractor may be required to apply cold mix for temporary patching of a cut. Generally, the utility cut will be maintained by permit holder, however in the case of an unresponsive or unpermitted contractor, the restoration contractor may be asked to maintain cut until it is repaired. This restoration services must be authorized by the city and will be billed to the permit holder.

11.0 The contractor shall include cost of all labor, materials, equipment and any other costs necessary to perform the work in the unit prices.

12.0 The contractor shall take due care of existing pavement, sidewalk, curb, gutter, steps, etc., adjacent to the work area, and all damages caused by the use of equipment or materials shall be immediately repaired in a manner satisfactory to the City Engineer.

13.0 The contractor is required to spray paint the pavement directly adjacent to all recent utility cut repairs with the permit number associated with that excavation. Utility Coordinator will be available if there are any questions regarding location or other details. The contractor shall use white spray paint that is only for non-permanent paint applications. This paint is considered incidental to construction.

14.0 On utility cuts longer than 12.5', contraction joints will be required every 12.5' with #5 tie-bars at 18" on center, no lower than the bottom 3" of the concrete repair at the joint(s). Expansion joints will be required at 50' intervals and installed Per City of Joplin Standards and Specifications. Re-entrant corners shall be avoided. If a re-entrant corner is deemed necessary, contractor shall place two diagonal 24" #5 tie-bars perpendicular and centered on re-entrant corner spaced minimum of 2" from the corner, and on 3" centers mid depth of the repair. The contractor shall be responsible for workmanship and materials and shall remedy or repair any defects for a period of three years after the final acceptance of the work is completed, as directed by the city. Full depth concrete is required to have tinting with Black Dye to match surrounding pavement, unless directed otherwise.

15.0 <u>Utility Valves & Manholes</u>
Contractor will adjust valves and manholes per the specific utility company and City standard specifications. Any questions or concerns will be handled through the Engineering Office for the City of Joplin. All adjustment materials will be provided by the City or utility company. No more than ¼" difference in elevation will be allowed between appurtenances (including but not limited to manholes and pull boxes) and the pavement immediately adjacent to them.

Section G – Concrete Requirements

The contractor shall protect all new concrete work from vandalism as needed. The contractor shall be responsible for the removal and replacement of vandalized concrete.

1.0 Compaction Test

All compaction tests will be performed by a qualified engineering firm, and at the discretion of the Utility Coordinator or City Inspector.

2.0 Utility Valves & Manholes

Contractor will adjust valves and manholes per the specific utility company and City standard specifications. Any questions or concerns will be handled through the Engineering Office for the City of Joplin. All adjustment materials will be provided by the City or utility company. No more than ¼" difference in elevation will be allowed between appurtenances (including but not limited to manholes and pull boxes) and the pavement immediately adjacent to them.

3.0 Measurement and Payment

Portland cement concrete pavement shall be measured in square yards of the specified thickness as described above in the scope or as otherwise directed by the City. The width for measurement shall be from the outside edge of completed pavement and length shall be the actual measurement along roadway corridor. See Section F.3 for payment information on work outside the original marked area. If excavation is required below the specific thickness based on compaction tests, excavation and backfilling will be paid by CY.

Asphalt restoration will be based on existing street thicknesses and will have a minimum surface thickness of two inches (2"). Asphalt shall be measured by SY.

Definition of Contract Items

Unit	Description
SY	Full Depth Concrete Pavement Restoration
SY	Full Depth Concrete Pavement Restoration with Black Tinting
CY	Additional Excavation and Backfill

Section H – Concrete Curb & Gutter

1.0 – Scope

The bid item shall include, but not be limited to, all cost for labor, materials, tools, equipment, removal of existing curb, excavation, backfilling, compaction, forming, finishing, saw cutting, and additional treatments.

2.0 – Placement

The concrete curb and/or curb and gutter shall be constructed along the edges of all streets where disturbed or destroyed due to the utility cut or is directly damaged because of the utility cut. Curbing shall be formed to match the cross section specified in the curb detail, in accordance with the City standard detail, or matching existing curbing conditions when curb section replacement is required.

At the interface with mainline pavement, concrete drives shall be placed flush to the gutter unless otherwise directed by the Utility Coordinator or the City Engineer to alleviate stormwater issues.

3.0 – Joints

Where the adjacent pavement and curb contains joints, such joints shall be continued through integral curb and pavement. Curbing not considered integral with adjacent pavement shall be constructed with joints located at no more than 12.5 foot intervals. The edges of the utility cuts (including the edge between the curb and the pavement, where applicable).

Expansion joint foam material (3/4-inches thick) shall be placed every 50-feet with joint material extending the full depth of the concrete with the top of the filler ¼-inch below the finished surface. Expansion joint foam shall also be installed at cold joints, PT's and PC's of radii.

Contraction joints shall be no more than 12.5 feet apart and at point of curvatures and shall be saw-cut to at least one-quarter the depth of the curb.

4.0 – Finishing and Curing

Curb and gutters shall be finished with a broom texture and cured using an approved membrane forming material.

5.0 – Nonstandard Curbing

Should the curbing need to be joined to asphalt curbing or some other material, the Contractor shall attempt to make the repair using the same material. Should the material prove to be difficult to match, a waiver to or a change to material used can be changed but not without City approval prior to the repair.

6.0 – Backfilling

After the curb has sufficiently cured, the grade behind the curb shall be brought up to within 4-inches of the top of curb. Each layer shall be thoroughly compacted. The remaining 4-inches to the top of the curb shall be clean black topsoil and shall be free of stones over 1/2- inch in diameter.

7.0 – Measurement and Payment

The Contractor shall be paid for the LF quantity of standard and nonstandard curb installed as indicated in the permit. Should the curbing include gutter, the gutter will be included in the LF price for standard curbing. Additionally, removal and replacement beyond that indicated on the permit, unless with prior approval from the City, shall be at the Contractor's expense.

Definition of Contract Items

Unit	*Description*
LF	Standard Curb
LF	Nonstandard Curb

Section I – Concrete Sidewalks and Curb Ramps

1.0 – Scope

All concrete work shall include, but not be limited to, all costs for labor, layout, materials, tools, equipment, excavation, backfill, compaction, forming, concrete finishing, saw cutting, and additional treatments, as required.

2.0 – Reconstructed Sidewalk

Where existing concrete sidewalk is to be reconstructed, all disintegrated concrete, stone, or other material shall be completely removed and replaced with new concrete sidewalk in accordance with this specification.

3.0 – Installation Thickness

Sidewalk areas shall have a minimum installed depth of 4-inches in residential and 6-inches in commercial areas, unless otherwise specified. If the Contractor needs clarification on which to use during repair then he/she shall contact the City representative that logs, does the inspection, and monitors the repairs to be made.

4.0 – Installation Width

Sidewalk width shall match the width of the adjoining sidewalk in reconstruction projects or the width stipulated in a pre-existing agreement or as noted on an approved plan, but in no case shall the sidewalk width be less than 5-feet.

5.0 – Sidewalk Design Variations

In areas of the downtown business district the concrete sidewalk has warm tone mix with exposed river rock at the surface of the sidewalk. The contractor will be expected to make the repairs in a way as to match the same style of the adjoining sidewalk. There are also areas in the City where brick is used either in conjunction to the sidewalk or along the sidewalk; the contractor will be required to replace the salvaged brick and/or provide additional brick to match existing for the repair. In general, new sidewalk should match adjacent existing sidewalk.

6.0 – Drainage

The normal gutter flow line shall be maintained throughout the curb ramp area. Positive drainage shall also be provided to carry water away from the intersection of the curb ramp and the gutter line.

7.0 – ADA Ramps

Must be installed per the most Current ADA standards and guidelines at the time of installation.

8.0 – Backfilling

After the sidewalk has sufficiently cured, the grade behind the sidewalk shall be brought up to within 4-inches of finished grade. Each layer shall be thoroughly compacted. The remaining 4- inches to finish grade shall be installed with 4-inches of clean black topsoil, which is free of stones larger than ½ -inch.

9.0 – Steps

The Contractor shall follow the MODOT standard for installation and measuring of steps.

10.0 – Basis of Payment

The accepted quantity of concrete sidewalk shall be paid for at the contract unit price per SY. The accepted quantity of curb ramps will be paid for at the contract unit price per SY. Installation of detectable warning elements shall be incidental to the curb ramp quantity.

Definition of Contract Items

Unit	*Description*
SY	4” Sidewalk (Residential)
SY	6” Sidewalk (Downtown Business District)
SY	6” Sidewalk (Commercial)
CY	Steps
SY	ADA Curb Ramps

Section J - Saw Cutting

No additional payment will be made for saw cutting and shall be considered incidental for all items unless otherwise approved by the Engineer**.**

Section K – Removals

Removal items shall only be paid with the approval of the engineer. In instances where removals have already been made by the utility or their contractor, removals will not be paid. Removals will not be paid for the 12” overcut. Removals will not be paid for the removal of cold patch or compacted rock. Removals will mainly be used for on-call infrastructure projects not utility cut repairs.

Section L – Hydro Excavation

Hydro Excavation shall only be done at the request of the City. City will not pay for use of hydro excavation without prior approval.

Section M – Force Account

Force Accounts shall be paid at costs (Materials, Labor and Equipment) plus 15%. Contractors shall provide all invoices on force accounts before payment will be made.

The contractor shall be required to obtain a bid bond of $25,000.00. This bid bond will be considered applicable to the proposed work for any option.

DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

BID FORM

On Call Infrastructure and Utility Cuts 2024

The original signed proposal must be submitted to the Public Works Director, Public Works Office, 602 South Main Street, Joplin, MO 64801, November 7th, 2024, at 10:00 a.m. The Contractor certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the Contractor further certifies that they are duly authorized to execute contracts on behalf of the Contractor and have obtained all necessary or applicable approvals to make this contract fully binding upon the Contractor.

Quantities listed represent a portion of the expected quantities for bid analysis only. Actual quantities required for the contract will vary.

Contractor:

_____

Company Name

_____

_____

Print Name **Print Title** **Signature**

Address:_____

Business Phone:_____

Cell:_____

BID FORM

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Full Depth Concrete Fiber Reinforced Pavement Repair (Base Included)	5000	SY		
2	Black Dye	1500	SY		
3	8” Concrete Pavement Repair w/ 2” Asphalt Cap (Base Included)	150	SY		
4	Black Dirt, Seed and Mulch	750	SY		
5	Cold Mix min 4”	2500	SY		
6	Removal of Unsuitable Material	500	CY		
7	Replacement of Unsuitable Material	500	CY		
8	Asphalt Pavement Removal	500	SY		
9	Concrete Pavement Removal	500	SY		
10	Steel Plates Various Size (1” minimum)	10	EA		
11	Manhole Adjustments	50	EA		
12	Channelizers	4000	EA		
13	Signage	1500	EA		
14	Changeable Message Board, Standard Use	100	Calendar Day		
15	Type 3 Barricade	350	EA		
16	Arrow Board	275	Calendar Day		
17	Flaggers (2)	300	Hour		
18	Poured Concrete Sidewalk Wall (Base Included)	100	SY		
	This item left intentionally blank				
20	8” Commercial Driveway Approach (Base Included)	500	SY		
21	8” Commercial Driveway Removal (Base Included)	500	SY		
22	6” Residential Driveway Approach (Base Included)	500	SY		
23	6” Residential Driveway Removal (Base Included)	500	SY		
24	Standard Curb (0-15 LF) (Base Included)	1500	LF		
25	Standard Curb (16-50 LF) (Base Included)	1500	LF		
26	Standard Curb (≥ 51 LF) (Base Included)	1500	LF		

27	Nonstandard Curb (0-15 LF) (Base Included)	500	LF		
28	Nonstandard Curb (16-50 LF) (Base Included)	500	LF		
29	Nonstandard Curb (≥ 51 LF) (Base Included)	500	LF		
30	Curb and Gutter Removal	500	LF		
31	4” Residential Sidewalk, ≤ 15 LF (Base Included)	250	SY		
32	4” Residential Sidewalk, > 15 LF (Base Included)	250	SY		
33	6” Sidewalk, Commercial, Point Repair < 15 LF (Base Included)	250	SY		
34	6" Sidewalk, Commercial, Rebuild >15 LF (Base Included)	250	SY		
35	Sidewalk Removal	500	SY		
36	Concrete Steps (Removal)	20	CY		
37	Concrete Steps Install (Base Included)	50	SY		
38	ADA Curb Ramp, Type A (Includes Truncated domes) (Base Included)	250	SY		
39	ADA Curb Ramp, Type B (Includes Truncated domes) (Base Included)	250	SY		
40	ADA Curb Ramp, Type C (Includes Truncated domes) (Base Included)	250	SY		
41	ADA Curb Ramp, Type D (Includes Truncated domes) (Base Included)	250	SY		
42	Installation of Flexa-Mat or Equivalent Material	500	SY		
43	6" French Drain (Granular Fill Included)	100	LF		
44	12" - 24" Grouted Riprap (including geotextile fabric)	500	SY		
45	MO-DOT Type 1 Rock Ditch Liner (3"-6") (including geotextile fabric)	100	CY		
46	MO-DOT Type 2 Rock Ditch Liner (6"-10") (including geotextile fabric)	100	CY		
47	MO-DOT Type 3 Rock Ditch Liner (12"-20") (Requires Bedding see MO-DOT 609.60.2.5) (including geotextile fabric)	200	CY		
48	MO-DOT Type 4 Rock Ditch Liner (19"-28") (Requires Bedding see MO-DOT 609.60.2.5) (including geotextile fabric)	200	CY		
49	15" Class III RCP (includes trenching, bedding, and cover)	500	LF		
50	18" Class III RCP (includes trenching, bedding, and cover)	500	LF		
51	24" Class III RCP (includes trenching, bedding, and cover)	800	LF		
52	30" Class III RCP (includes trenching, bedding, and cover)	100	LF		

53	36" Class III RCP (Includes trenching, bedding, and cover)	100	LF		
54	42" Class III RCP (Includes trenching, bedding, and cover)	100	LF		
55	Conc. Paved Ditch (Base Included)	500	SY		
56	Curb Inlet, Type A (Includes trenching, bedding, and cover) (≤ 4’)	10	EA		
57	Curb Inlet, Type A Additional Depth	10	FT		
58	Curb Inlet, Type C (Includes trenching, bedding, and cover) (≤ 4’)	10	EA		
59	Curb Inlet, Type C Additional Depth	10	FT		
60	Curb Inlet, Type D (Includes trenching, bedding, and cover) (≤ 4’)	10	EA		
61	Curb Inlet, Type D Additional Depth	10	FT		
62	Junction Box 6' X 6' (Includes trenching, bedding, and cover) (≤ 4’)	10	EA		
63	Junction Box 6' X 6' Additional Depth	10	FT		
64	Junction Box 5' X 5’ (Includes trenching, bedding, and cover) (≤ 4’)	10	EA		
65	Junction Box 5' X 5’ Additional Depth	10	FT		
66	Junction Box 4' X 4' (Includes trenching, bedding, and cover) (≤ 4’)	10	EA		
67	Junction Box 4' X 4' Additional Depth	100	FT		
68	Concrete Gutter Crossing (Base Included)	500	SY		
69	Concrete Gutter Crossing Removal	250	SY		
70	Concrete Trickle Channel (Base Included)	500	SY		
71	Trickle Channel Removal	100	SY		
72	Concrete Flume (Install)	50	SY		
73	Concrete Flume (Removal)	50	SY		
74	Rock Excavation	50	CY		
75	Unclassified Excavation	500	CY		
76	Embankment	500	CY		
77	Hydro Excavation	100	HR		
TOTAL AMOUNT BID					

*Prices include pickup and delivery along with monitoring of site with necessary adjustments.

Note: City reserves the right to add or delete from the contract.

Estimated quantities are for basis of award only. City makes no guarantee that quantities will be actual future quantities.

The undersigned agrees to enter a contract within fifteen (15) calendar days from notice of award should this proposal be accepted and enter bonds with good and sufficient securities. Above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants, or employees.

In the event of the failure of the undersigned to enter into such contract within fifteen (15) days of the
award, then the deposit or certified check of $25,000.00 as surety is therefore forfeited to the City of Joplin.

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.

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 the 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.

Dated this_____day of_____, 2024.

Complete Address _____

_____

Company _____

By (signature)

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name:	
		Address:	
Attention: Dakota Rusk		Attention:	
Department: Public Works- Engineering		Phone:	Fax:
Phone: 417-624-0820 ext:1598	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

On-Call Infrastructure & Utility Cuts 2024

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws. Term of contract will run for one (1) year from the notice to proceed date. Both parties reserve the right to extend the contract for up to three (3) years if mutually agreed upon.

2. **Prevailing Wages**. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred

dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Twenty Five Thousand Dollars and no/100 Dollars ($25,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any

performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
c. Does not have a proposed debarment or suspension pending.
d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements

and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per calendar day per individual excavation not completed within the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. All utility cuts within an arterial or collector street will be assessed double this rate and shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable

attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and

conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given

by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program

approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. The contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Director of Public Works

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

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
620 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of TWENTY FIVE THOUSAND DOLLARS and no/100 Dollars ($25,000.00) 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:

On Call Infrastructure and Utility Cuts 2024

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

Contractor

a Corporation, hereinafter called Principal, and

_____

(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 TWENTY FIVE THOUSAND DOLLARS and no/100 Dollars ($25,000.00) 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:

On Call Infrastructure and Utility Cuts 2024

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.