# #2024-04

# Interior Renovations Joplin City Hall

**Bid Posting**
**December 8, 2023**

**Mandatory Pre-Bid Meeting:**
December 18, 2023, at 10:00 AM

**Bid Opening:**
January 12, 2024, at 10:00 AM

PUBLIC WORKS DEPARTMENT

602 S. MAIN STREET, JOPLIN MISSOURI

64801 Phone: 417-624-0820 Ext. 1530

## BID ADVERTISEMENT/NOTICE TO BIDDERS

Notice is hereby given that the Director Public Works of the City of Joplin, Missouri, Will accept sealed bids for the following improvements in the city of Joplin Missouri.

## Interior Renovations at Joplin City Hall

**Bids must be in the hands of the city of Joplin Director of Public Works before 10:00 A.M., Friday; January 12, 2024,** at which time all bids will be opened by the Director of Public Works at the Joplin City Hall, 602 S. Main Street Joplin, Missouri 64801 in the 4th floor conference room.

Plans and specifications must be secured at the city of Joplin located at 602 S. Main Street Joplin, Missouri 64801 or through the City of Joplin's website (http://www.joplinmo.org/bids.aspx)

**A MANDATORY pre-bid meeting will be held at the 2nd Floor Conference Room at Joplin City Hall, 602 S. Main St. Joplin, Missouri at 10:00 A.M., Monday, December 18, 2023.** All bidders are required to attend the pre-bid meeting and sign the attendance sheet at the meeting. Bids received from bidders who have not attended the pre-bid meeting and signed the attendance sheet at the meeting will be considered non- responsive.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

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

Daniel Johnson P.E. Director of Public Works
***Publication Date: 12/08/2023***

# NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at Joplin City Hall 602 S. Main Street until **10:00 A.M., Friday; January 12, 2024,** for making the following improvements at Joplin City Hall located at 602 S. Main St., in the City of Joplin, Missouri.

**Interior Renovations at Joplin City Hall**

This project includes the following: furnish labor, equipment, and material to accomplish the work.

Plans and specifications must be secured at the city of Joplin located at 602 S. Main Street Joplin, Missouri 64801 or through the City of Joplin's website (https://www.joplinmo.org/bids.aspx).
Bids must be received before 10:00 a.m. Friday, January 12, 2024, at City Hall 602 S. Main Street. Bids will be opened at 10:00 a.m. on January 12th, 2024, in the 4th floor conference room at Joplin City Hall 602 S. Main St.

A mandatory pre-bid will be held at the 2nd Floor Conference Room at Joplin City Hall, 602 S. Main St. at **10:00 a.m., Monday, December 18th, 2023.**

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

Missouri Law, 292.675 RSMO, requires the awarded contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and industrial relations as a qualified substitute) for their on-site employees (Laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractors and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include contractor forfeiture to the City of Joplin in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

The successful bidder will have to sign an agreement that they are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo§285.525.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

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 his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to evaluate all bids, to reject any bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

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

**GENERAL 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.

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

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

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

1 Bid Form (attached Bid Form)
2 Bid bond

**MARK BID ENVELOPES: "BID #2024-04, Interior Renovations Joplin City Hall, 10;00 A.M., Friday; January 12, 2024"**

## GENERAL CONDITIONS

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

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

The Contactor shall always enforce proper conduct among their employees and shall not employ on the project any unfit person or any work person not skilled in the task assigned to them.

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

The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by their operations. Every attempt should be made to abate dust and prevent from entering air handlers and, On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment, and surplus materials.

## GENERAL SCOPE OF WORK

I. **Services Required**

The following narrative outlines the services to be provided to the City of Joplin in the area of interior renovation. Services are to be provided during office hours (M-F / 8:00 am – 5:00pm).

1. **Demolition of Interior Walls**

- The demolition involves interior walls as indicated on the plan and identified by a hidden line type. These walls encompass receptacles, light switches, and other devices that require relocation. It is advisable to verify the information, and walkthroughs on the 2nd and 3rd floors are available by appointment for confirmation.

2. **New Painting & Wall Texture**

- Interior painting is necessary for both existing and modified spaces. To achieve consistency, wall surfaces will be textured to match the existing texture. Various levels of preparation are required before painting, and it is recommended to conduct a walkthrough to assess the scope of work. In some areas, coordination with the client will be essential to prepare, move, or protect furnishings to facilitate the painting process. For the specified paint color, please refer to Attachment "A" for accurate details.

3. **New Carpet Tiles**

- Provide new carpet and base as per the provided drawings, ensuring a match with the existing base. The carpet tile specified in the drawings should align with the type installed throughout the building. Attention is particularly needed in Area 219; refer to flooring notes and details on Sheet 4 for specific conditions when installing carpet adjacent to tile.The installation must be conducted by a contractor approved by the manufacturer to meet warranty requirements. The contractor is responsible for obtaining the necessary certification. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting.

4. **Tile**

- The contractor is responsible for ensuring that the new granite tile matches the tile used in Area 200. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting. Tile is available for reference upon request.

5. **Millwork**

- Supply the specified millwork according to the details outlined in the drawings. See Attachment “B” for stain color.

6. **Ceiling tile**

- The ceiling tile features a radar pattern and is in the dimensions of 2 feet by 2 feet.

7. **HVAC**

- The HVAC responsibilities will be managed by the City of Joplin staff.

8. **Sprinklers**

- The contractor shall verify the adequacy of the existing sprinkler system following modifications made to the system in regards to installation of new walls. The objective is to ensure that the fire protection measures remain effective despite the structural changes.

9. **Framing**

- Detailed information and specifications concerning framing and sheathing can be found on Sheet 4. This sheet provides the essential details and specifications for the proper installation of framing and sheathing. Please refer to Sheet 4 for guidance on framing requirements and sheathing specifications.

10. **Sound Mitigation**

- Please review the notes on Sheet 1 for specific instructions regarding sound mitigation in Room 225. The contractor is required to insulate the walls, door, and window in a manner that effectively mitigates sound transfer to adjacent offices.

11. **Misc. Interior Renovations**

- Repair and replace ceiling tile as required for demolition. Please refer to the bid documents for further information.
- MEP adjustments may be required to account for demolition and new construction.
- Contractor is required to move furniture as needed to complete the work for each phase.
- Color and pattern matching assistance is needed to work with staff to ensure building aesthetic and integrity is maintained.

**GENERAL SCOPE OF WORK "Add Alternate #1"**:

I. **Services Required**

The following narrative outlines the services to be provided to the City of Joplin in the area of interior renovation. Services are to be provided during office hours (M-F / 8:00 am – 5:00pm).

1. **Storefront**

- The city is requesting bid alternatives for redesigning and implementing storefront modifications to enhance the contemporary aesthetics of the current entryway. Please be aware that the existing glass block will be preserved, but all other elements are open to modification. Refer to the elevation details on sheet 5 of the drawings. Contractors are strongly encouraged to physically visit the site for measurements and to assess the project before submitting a bid.

2. **Demolition of Interior Walls**

- The demolition involves interior walls as indicated on the plan and identified by a hidden line type. These walls encompass receptacles, light switches, and other devices that require relocation. It is advisable to verify the information, and walkthroughs on the 2nd and 3rd floors are available by appointment for confirmation.

3. **New Painting & Wall Covering**

- Painting is required for the interior of both existing and modified spaces. Wall surfaces may need different levels of preparation before painting, and we suggest conducting a walkthrough to assess the scope of work. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting.

4. **New Carpet Tiles**

- Supply new carpet and base according to the provided drawings, ensuring that the base matches the existing. The specified carpet tile in the drawings should be consistent with the type installed throughout the building. Installation must be carried out by a contractor approved by the manufacturer to meet warranty requirements; the contractor is responsible for obtaining the necessary certification. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting.

5. **Tile**

- The contractor is responsible for ensuring that the new granite tile matches the tile used in Area 200. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting. The City will provide a piece of this tile to the successful bidder for reference.

6. **Misc. Interior Renovations**

- Repair and replace ceiling tile as required for demolition. Please refer to the bid documents for further information.
- MEP adjustments may be required to account for demolition and new construction.
- Contractor is required to move furniture as needed to complete the work for each phase.

**GENERAL SCOPE OF WORK "Add Alternate #2"**:

1. **New Carpet Tiles**

- Supply new carpet and base according to the provided drawings, ensuring that the base matches the existing. The specified carpet tile in the drawings should be consistent with the type installed throughout the building. Installation must be carried out by a contractor approved by the manufacturer to meet warranty requirements; the contractor is responsible for obtaining the necessary certification. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting.

2. **Tile**

- The contractor is responsible for ensuring that the new granite tile matches the tile used in Area 200. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting. The City will provide a piece of this tile to the successful bidder for reference.

**GENERAL SCOPE OF WORK "Add Alternate #3"**:

1. **New Painting & Wall Covering**

- Painting is required for the interior of both existing and modified spaces. Wall surfaces may need different levels of preparation before painting, and we suggest conducting a walkthrough to assess the scope of work. Certain spaces will necessitate coordination with the client to prepare, move, or protect furnishings to facilitate painting.

# BID FORM

## Interior Renovations Joplin City Hall

Base Bid:

Completion of proposed work as per general scope of work per sheets 1-4 of the drawings.

$_____

Add Alternate #1:

Completion of proposed work as per general scope of work "Add Alternate #1" per sheets 4-5 of the drawings.

$_____

Add Alternate #2:

Completion of proposed work as per general scope of work "Add Alternate #2" per sheets 4, 6, and 7 of the drawings.

$_____

Add Alternate #3:

Completion of proposed work as per general scope of work "Add Alternate #3" per sheets 4, 6, and 7 of the drawings.

$_____

Dated:_____day of _____, 2023.

Contractor company name: _____

Company address: _____

Contact name: _____

Contact telephone: _____

Signature: _____

Print Name: _____

**MARK BID ENVELOPES: "BID #2024-04, Interior Renovations Joplin City Hall, 10;00 A.M., Friday; January 12, 2024"**

Unauthorized Aliens Workers Act

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

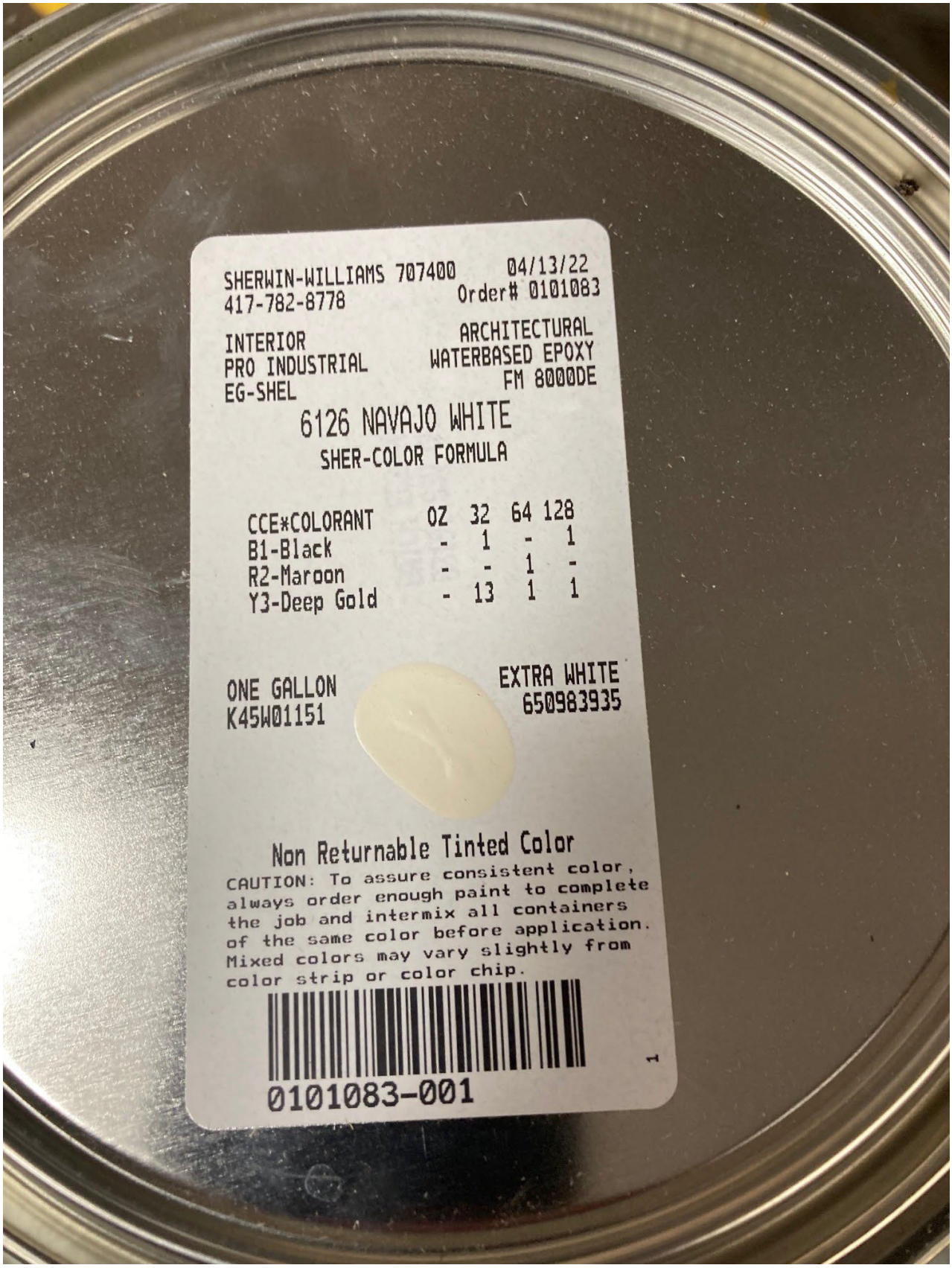
## AFFIDAVIT OF COMPLIANCE
## (Missouri Unauthorized Alien Workers Act)

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

_____

Affiant

Attachment “A”



Attachment “B”






**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND**

| **CITY** | | **CONTRACTOR** | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name:<br>Address: | |
| Attention: | | Attention: | |
| Department: | | Phone: | Fax: |
| Phone: | 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:

# Interior Renovations Joplin City Hall

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 within 15 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

**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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 $_____ (full amount of contract) 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 $____ per day for each and every calendar day that the contract remains uncompleted after 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. 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 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 based on 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.** 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.
Public Works Director