CITY OF
JOPLIN, MISSOURI

BID PACKAGE

for

2026 ON CALL GUARDRAIL REPAIR AND INSTALLATION

JOPLIN PUBLIC WORKS DEPARTMENT
602 S. MAIN STREET
JOPLIN, MO 64801

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the installation, repair, removal and installation of traffic safety guardrails for the Public Works Department within the City of Joplin Missouri.

RFP Due Date: Wednesday, June 23rd, 2026 at 10:00AM

Location: City Hall 4th Floor Public Works Department Attention: Patrick Haase

Project Coordinator: Patrick Haase **Email:** phaase@joplinmo.org

Phone: 417-624-0820, ext. 1591 **Fax:** 417-625-4738

The complete Request for Proposal document can be secured by contacting the owner representative listed above or by visiting the city website at Bid Postings • Joplin, MO • CivicEngage

Proposals will be received by the City of Joplin at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded. Any bids received after the specified deadline will be returned to the vendor.

Proposals must be submitted in a sealed envelope marked with "2026 ON CALL GUARDRAIL REPAIR AND INSTALLATION" and the proponent's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Proponents are strongly encouraged to carefully read the entire Request for Proposal.

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 10:00 A.M., June 23, 2026 at the office of the Director of Public Works located on the 4th floor of City Hall, 602 South Main Street, Joplin, Missouri 64801 (or by mail to 602 South Main Street, Joplin, Missouri 64801) to procure for the following:

On Call Guardrail Repair and Installation

Specifications and bid forms are available from **Patrick Haase, Project Coordinator** by calling (417) 624-0820 x1591 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate, reject, and re-bid any and all bids 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.

Publication Date: 05/30/2026

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at City Hall 602 S. Main Street until 10:00 A.M. June 23, 2026, for making the following improvements:

2026 On Call Guardrail Repair and Installation

Primary Bid:
This bid includes furnishing the following labor, equipment, and material to install, repair or remove traffic safety guardrails for the City of Joplin Public Works Department on an as needed basis. The City of Joplin owns and maintains approximately 88 Guardrails, located within the city limits of Joplin, Missouri. All City of Joplin Guardrail Assets are documented within our GIS mapping layer.

Sealed bids must be received before 10:00 AM on June 23, 2026, at City Hall, 602 S. Main Street, Joplin, MO 64801. Bids will be opened at that time on the 4th floor.

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

Specifications will follow current City Standards. These standards can be downloaded online by clicking on the link at the bottom of the page at: 2025-Spec-Review-Final-Copy or a copy may be viewed in person at 602 S. Main Street, 4th floor.

A bid bond for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance 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, reject, and re-bid any and all bids 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 of Joplin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly called to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

GENERAL INSTRUCTIONS

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

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

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

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

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

1. Bid Form (all lines completed)

MARK BID ENVELOPES:
"2026 On Call Guardrail Repair and Installation"

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 contractor must provide and maintain all proper traffic control that would be required for each project to keep traveling motorists near guardrail projects safe.

The Contactor shall, at all times, enforce proper conduct among their employees and shall not employ on the project any unfit or unskilled person unable to perform the assigned tasks.

The contractor shall provide a performance bond in the amount of $10,000.00.

At all times, the Contractor shall keep the premises free from the accumulation of waste materials or rubbish caused by operations. On completion of the work, the Contractor shall remove all waste materials and trash from the job site as well as tools, equipment, and surplus materials.
This is a non-prevailing wage job.

Unauthorized Aliens Workers Act

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

PROPOSAL

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

On Call Guardrail Repair and Installation

in the City of Joplin, Missouri, according to the general specifications for such work on file in the office of the Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on the 23rd day of June 2026:

TABLE 1 – LABOR PRICING				
Item #	Description	**Category**	**Unit of Measure**	**Unit Price**
1	**Install new standard Guardrail**	**Installation**	**Linear Foot**	**$**
3	**Repair existing standard Guardrail**	**Repair**	**Linear Foot**	**$**
4	**Traffic Control – Arterial Style & High Traveled Roadways**	**Traffic Safety**	**Each**	**$**
5	**Traffic Control – Residential Style & Low Traveled Roadways**	**Traffic Safety**	**Each**	**$**

Grand Total (Lines 1-4) $_____

TABLE 2 – MATERIALS PRICING				
Item #	Description	**Category**	**Unit of Measure**	**Unit Price**
6	**Crash Attenuator**	**Guardrail End Terminals**	**Each**	**$**
7	**TRACC End Cap**	**Guardrail End Terminals**	**Each**	**$**
8	**Standard Guardrail Beam**	**Guardrail**	**Linear Foot**	**$**
9	**Standard Guardrail Steel Posts**	**Posts**	**Each**	**$**

Grand Total (Lines 5-8) $_____

***Note**: All Guardrails must be installed in accordance with all applicable standards and guidelines, including being rated as "crashworthy." All labor and materials pricing should include installation of items listed with additional needed items included in each line item *pricing (example: if a post would require cement and/or gravel, the total cost of each post would include the price of said cement or gravel).*

Additionally, the "Traffic Control" line items exist for busier arterial style roads, with a total cost per guardrail project listed as "each." The price for this should include labor (setup/take down) and use of all required traffic safety devices for temporary traffic control during the guardrail repairs and/or installations. Some guardrail projects will require little to no traffic control *(example: a large portion of Joplin guardrails are located at dead ends of low traveled, residential roads).*

The undersigned agrees to enter into a contract within fifteen (15) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete this work within Ninety (90) CALENDAR DAYS of receipt of purchase order for individual assigned project. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the 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 ten days of the award, then the deposit or certified check of five percent (5%) of the total bid amount as surety is therefore forfeited to the City of Joplin.

Dated _____ day of _____, 2026.

Address _____

COMPANY_____ BY _____
Signature

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2026 ("the Effective Date"), by and between the City of Joplin, Missouri, and Contractor, and with City and Contractor being referred to collectively as "the Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing on-call guardrail installation and repair services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing on-call guardrail installation and repair services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is from the Effective Date through July 1, 2027, unless terminated as provided herein. Thereafter, this Agreement shall automatically renew, on the same terms and conditions, for up to two (2) additional terms of one (1) year each, for a total of three (3) years.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services: on-call guardrail installation and repair. Contractor shall provide said services within two weeks of City's request for the same.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Within thirty (30) days of City's receipt and approval of an invoice, City will make payment to Contractor. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees

and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

14. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

15. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Joplin	Contractor:
ATTN: City Attorney	ATTN:
602 S. Main St.	Address:
Joplin, MO 64801	

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.

16. 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.

17. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

18. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

19. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged 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 fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

20. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, 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.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF JOPLIN, MISSOURI	Contractor:
_____	_____
Nick Edwards, City Manager	By: Its:

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney