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2022 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR

SPECIAL PROVISIONS

A. Mobilizing

Qualified emergency repair contractors will be required to respond to City emergency calls within one (1) hour and be on site within two (2) hours, regardless of day of the week or time of day. Failure to respond to City staff and arrive on-site in a timely manner can result in disqualification of contractor for future emergency work.

No mobilization fee is paid on emergency repairs. All rates are paid the same regardless of time of day or day the week. No overtime will be paid for emergency repair work.

B. Quality of Work

shall conform to City of Joplin standard specifications.

The EMERGENCY REPAIRS and ON-CALL SEWER contractor is allowed to make permanent pavement repairs in alleys and residential streets, but not in designated arterial or collector streets. Thus, backfill requirements in paved areas are to be as follows:

1. The pipe envelope material must be carefully backfilled and compacted to a depth above the pipe, following Standard Detail SAN-01.

2. Above the pipe envelope, backfill in the designated locations shall follow the requirements of Standard Detail SAN-05. All ¾" clean rock shall be backfilled in 12" maximum lifts and mechanically compacted (tamped) with the bucket attached to a backhoe or excavator, or other approved equipment.

3. Permanent pavement repairs in Residential Streets:
   - Compact the ¾" clean rock backfill, as noted in paragraph 2, above to a depth below surrounding pavement grade to accommodate the remainder of the repair.
   - Over-cut the trench 12 inches on either side for placement of the base rock and concrete cap.
   - Compact 2 inches of base rock across the entire over-cut trench width.
   - Pour a 10-inch concrete cap over the base rock.

4. Permanent pavement repairs in Alleys:
   - Compact the ¾" clean rock backfill, as noted in paragraph 2, above;

   - in all other alleys (asphalt or concrete alleys, or chip-and-sealed alleys): the contractor shall make a permanent pavement repair per the Residential Streets instructions; see paragraph 3, above.

5. Temporary pavement repairs in Arterial or Collector Streets:
   - Compact the ¾" clean rock backfill, as noted in paragraph 2, above.
   - Place 4" thick cold mix on top of the rock backfill, slightly humped above existing grade.
   - Submit a Utility Cut Permit Application for each cut, whether planned, or as an emergency. A submitted application will inform the City and its street restoration contractor of the need for a permanent repair. This application is available from the City's Engineering Technician in charge over utility cut repairs.

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C. Equipment & Materials

The City will only pay for equipment authorized to be used, using the bid hourly rates indicated on the Bid Form submitted by the bidder. The Bid Form is the "equipment pricing sheet" and contains the contract's list of equipment which is pre-authorized for payment under this contract.

When initial contact is made for a work order, the Contractor and City staff will determine equipment to be used. If Contractor arrives with different equipment or additional equipment the City will not pay for that equipment. The City will not pay hourly rates for any authorized equipment or labor prior to arriving at the job site.

Material prices are to be agreed upon prior to the start of work. The pipe size and material should be known and the backfill, service connections, fittings, etc., should be easily determined. The contractor's material costs are reimbursable for quantities installed, along with an administrative fee for materials, as indicated by the bidder on the Bid Form Proposal. See the description of the bid price "Administrative Fee for Materials" for further information.

If, during the repair, it becomes necessary to bring additional equipment to the job site, the Contractor shall obtain authorization from City staff prior to mobilizing such equipment and using it, especially if it is not included in the Bid Form. Authorized additional equipment can be included in the work order's pay request; charges for equipment not listed on the Bid Form Proposal shall be documented to the City's satisfaction on the pay request, along with the Administrative Fee.

All quantities shown in the Bid Form Proposal are merely estimates for this on-call contract, and are not guaranteed in any year. The estimated quantities (number of hours and "estimated invoice amounts") are intended to show only a relative frequency of the various equipment being used, or the administrative fees being charged. Neither the City nor the awarded contractor will be held to these proportions or amounts. The estimated quantities are used to determine the low bidder, as part of the evaluation criteria explained elsewhere in this bid packet.

Unless otherwise stated, unit prices for equipment shall not include the operator's wages.

Explanation of Bid Prices (refer to the Bid Form Proposal):

1. Tool Van and/or Trailer – In general, this equipment bid rate is intended to offset the contractor's costs of fuel to and from the job site, cost of replacing tools, and vehicle wear and tear while working under this contract.
2. Backhoe – In general, this will be a versatile piece of equipment used to move materials next to the trench, including as a substitute for a loader.
3. Air Compressor and Hammer – In general, this equipment must attach to either a backhoe or either of the contract excavator sizes.
4. Excavator, Small – In general, this equipment will weigh between 6,000 and 18,000 pounds. Its primary anticipated use includes excavating average-depth trenches. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
5. Excavator, Medium – In general, this equipment will weigh between 18,000 and 30,000 pounds. Its primary anticipated use includes excavating trenches deeper than average-depth. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
6. Skid Steer – In general, this equipment will be used for cleanup work at job sites.
7. Skid Steer w/Harley Rake – In general, this equipment will be used for spreading dirt at job sites.

8. Dozer – In general, this equipment is used to clean or to reshape ditches associated with job sites. Bidders shall submit a description of the dozer he or she intends to utilize under this contract. Bidder shall bid the hourly rate for a dozer that provides between 90 and 219 horsepower and which weighs between 18,000 and 59,000 pounds. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
9. Dump Truck – In general, this equipment is used to deliver rock, gravel, soil and other similar materials to and from the job site. The Bidder should not propose to utilize a model whose size is not compatible with overgrown alleys or otherwise restricted sites. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
10. Trench Box (Standard Depth) – In general, this is one of the primary means of maintaining a safe trench environment for the contractor and City personnel. It can be used as a substitute for shoring equipment. This bid item is for standard depth trenches.
11. Trench Box (Extra Depth Trench) – Similar to the standard depth trench box bid item, this is used to maintain safe working environments inside trenches of greater depths than what can be protected by a standard depth trench box.
12. Pressure Testing New Main – From time to time, it will be in the City's best interests to utilize this contract to install new runs of sewer (whether storm or sanitary), when, because time is of the essence, the City can extend sanitary sewer to new users to benefit their quality of life and the environment. In such instances, new pipe and manholes (MHs) shall be tested per the City's standard specifications paragraphs 4100.3.10 (Gravity Pipe Tightness Testing).
    - Note: Gravity Pipe Deflection Testing will also be required on new pipe runs exceeding 75 feet in length, per City standard specifications paragraph 4100.3.12, but will not be measured for payment.
13. Pipe Laser – In general, this equipment is used to assure that the pipe laying is done at a consistent slope on new pipe runs long enough to require a deflection test.
14. Vacuum Testing Manhole – From time to time, it will be in the City's best interests to utilize this contract to install new runs of sewer (whether storm or sanitary), when, because time is of the essence, the City can extend sanitary sewer to new users to benefit their quality of life and the environment. In such instances, new manholes (MHs) shall be tested per the City's standard specifications paragraphs 4300.3.5 (Manhole Testing). This test will be required under this contract on all new manholes installed, as well as, on any manhole repairs requiring a new barrel or cone section.
15. Walk Saw – In general, this equipment is needed only when the contractor must cut existing pavement in order to do the directed work. The limits of saw cutting shall be determined before any cuts are made.
    - If a subcontractor is needed to perform this specialized work, he or she must be OSHA certified; the Bidder's unit price shall include any labor costs from a sub-contractor for this work.
17. Administrative Fee for Equipment Rentals – This bid item is used to cover the contractor's cost for any pre-approved equipment for a particular job, for which there is no bid item in the Proposal. Examples include, but are not limited to, rental of bypass pumping equipment or a large excavator (> 30,000 pounds, for example). Recognizing the extra effort required to acquire such equipment, the City will allow the contractor to invoice the City for actual costs, plus an additional percentage for overhead and profit. The maximum markup that the Bidder is allowed for renting equipment is 15%.

- If the Bidder happens to own equipment that would be paid for under this bid item, then the hourly rate for that equipment would be negotiated on a case-by-case basis with the City. Quotes from at least three (3) supply companies would be used to determine an average price against which the Bidder's proposed rate would be evaluated.

18. Administrative Fee for Materials – This bid item is used to cover the contractor's costs for materials, with an additional markup for overhead and profit. The maximum markup that the Bidder is allowed for equipment rental is 15%.

    Operating Engineer – This bid item is the hourly rate the bidder will receive for this classification of labor, as described and established in the Annual Wage Order (AWO) governing this project. Jasper County's wage rates for this classification are higher than that of Newton County's. As such, Jasper County's prevailing hourly wage rate will be used as the minimum for this labor classification, for the duration of the contract.

19. Laborer – See the notes for Operating Engineer, above, which pertain to this classification, as well.

Intentionally not included in the Equipment list: Generally, items not included in the Bid Form Proposal are services that the City can obtain through other contractors or by its own staff. The contractor shall notify Public Works when services such as these examples are needed at the job site:

- Tree trimming equipment (bucket truck, chain saw, etc.);

Pipe Bursting Equipment

D. Pay Requests

Subject to the materials and equipment authorized by City staff for any given repair work, said items will be invoiced back to the City accompanied by the invoice(s) received by the contractor for materials installed, as well as, any equipment rented for the job. Additionally, pay requests should include the following:

a) Indicate the County in which the work was performed, and list all equipment, personnel, operators, laborers, and materials as detailed line items with the corresponding unit and unit cost with extended cost and a total at the bottom.

b) A location sketch of the repair work must accompany each and every pay request, indicating the beginning and ending locations, based on a measured distance from a nearby manhole or other approved reference point. Additional required information may include material changes, trench width measurements, locations of property line clean-outs, etc., etc. Engineering and Public Works staff can assist, as time allows, with the location sketches.

c) A City-provided Certification for Payment form; this will be provided after the contract is awarded.

E. Qualifications

The Contractor is required to have 5 years of experience in municipal sewer construction and supply references from the last two years. Contractor shall have constructed a minimum of 10,000 feet of 8-inch or greater sanitary sewer and give a list of references for that construction.

F. Safety & Traffic Control

On arterial or collector streets, City staff will provide traffic control.

On all residential streets and alleys, the contractor will be required to follow Work Zone Safety Guidelines for barricades at the construction sites, as set forth in the Manual on Uniform Traffic control Devices (a copy of which can be obtained on the MoDOT web site). At his own cost, the contractor will be required to furnish a sufficient number of barricades, cones, and signs in good condition to adequately protect the traveling public, as well as, the contractor, City personnel, and the 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.

Failure to properly barricade work zones will be enforced, per code, by the City of Joplin Police Department, with fines and court costs being assessed. If City staff are called out to a construction site due to improperly barricaded sites, the contractor will be assessed a negligence fee in the amount of $250.

G. Terms and Conditions

The initial Agreement shall be for a period of two years. If agreeable to both parties, the Agreement may be extended one additional year at the same unit prices. All other conditions of the Agreement will remain unchanged.

Either party may terminate its obligations under this bid upon 30 days written notice. The contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

The contractor shall not assign his/her interest in or obligation under this bid to another party, without the specific written consent of the City.

The contractor shall be licensed and bonded to do business in the City of Joplin.

The contractor agrees that in carrying out the provisions of this bid, he/she will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin or ancestry, religion, disability, or political opinion or affiliation.

The contractor shall be fully insured, per the minimums indicated in the Agreement with the City of Joplin.

The City shall not be liable to the contractor for special, indirect, or consequential damages except those caused by the City's negligence or willful or wonton misconduct arising out of, or in any way connected with, a breach of the conditions of this bid. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this bid.

The contractor shall defend, indemnify, and save harmless the City from and against any and all liability, suits, claims, damages, cost (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of, or connected with the services provided in this bid notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of the City, its agents, or employees.

DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS