CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

#2020-015

for

MAINTENANCE AGREEMENT FOR TRAFFIC SIGNALS AND LIGHTING 2020 & 2021 & 2022

City of Joplin
Department of Public Works
602 S Main Street
Joplin, MO 64801
Phone: (417) 624-0820 Ext. 560
FAX: (417) 625-4738

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NOTICE TO
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The City of Joplin, Missouri will accept sealed bid proposals until 1:00 p.m., on July 8, 2020 at the Joplin Public Works Department located at 602 S. Main St. 4th Floor, Joplin, Missouri, 64801 to PURCHASE the following:

MAINTENANCE AGREEMENT FOR TRAFFIC SIGNALS AND LIGHTING 2020 & 2021 & 2022

Specifications and bid forms are available from Doug Webb Public Works Department, by calling 417-624-0820 Ext. 578, e-mail to Dwebb@joplinmo.org or Dakota Rusk at ext. 598, e-mail to Drusk@joplinmo.org 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 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.

Leslie Haase, CPA
Finance Director

Publication Date: June 14, 2020

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to Procure Services of the following:

MAINTENANCE AGREEMENT FOR TRAFFIC SIGNALS AND LIGHTING 2020 & 2021 & 2022

MARK BID ENVELOPES: "BID 2020-015, MAINTENANCE AGREEMENT FOR TRAFFIC SIGNALS AND LIGHTING 2020 & 2021 & 22 1:00 p.m. July 8, 2020"

ANNUAL MAINTENANCE FOR TRAFFIC SIGNALS AND LIGHTING

Questions concerning the specifications and bidding procedures should be directed to Doug Webb at 417-624-0820 Ext. 578 e-mail DWebb@joplinmo.org or Dakota Rusk at 417-624-0820 Ext. 598 e-mail DRusk@joplinmo.org or by mailing Joplin Public Works Department at 602 S. Main St., Joplin, MO, 64801.

1 GENERAL: All construction shall conform to the latest City of Joplin Specifications and Standards and all revisions thereto unless noted otherwise. Standard specifications are available at the Public Works Engineering Division on the fourth floor of 602 South Main Street, Joplin, Missouri.

2 All signing and barricades shall conform to Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, 2009 Edition, or

Installation and Maintenance of Traffic Control Devices-Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the Engineer or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in phases there shall be in place only those devices that apply to the conditions present during the phase in progress. Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Basic traffic control consisting of up to 5 cones shall be included and not billed separately. More significant traffic control shall be provided by the current contractor for the city traffic control services at a cost paid by the City of Joplin.

3. **COMPLETION TIME AND SCHEDULING**: The Contractor will be required to commence work under this contract within five (5) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to complete the work within the time frame established, except work specifically designated and ordered by the Engineer as Emergency Call Out Response, which is covered under Special Provision number 25.

The Contractor is required to provide a sufficient work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavating encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress.

4. **LIQUIDATED DAMAGES**: Failure or delay in completing work on time as specified or such additional time as may be allowed by the Engineer under the contract, the amount of liquidated damages to be recovered and withheld shall be as follows:

Liquidated Damages Per Calendar Day - $200.00

Emergency Call-Out Response (defined by special provision 25)
liquidated Damages Per Hour-$100.00

The project is not considered completed until final acceptance by the City. These regulations are called out on page 7 paragraph 2 of the contract.

5. **CONTRACTOR GUARANTEE**: The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. If material is provided by the City, the Contractor shall determine that the material is in good condition and shall notify the Signal Technician of any defects before accepting material. Contractor shall repair, replace, or otherwise make good at their own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

6. **NONDISCRIMINATION**: 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, or political opinion or affiliation against any employee of said Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

7. **INDEMITY FROM SUBCONTRACTOR CLAIMS/EXCEPTIONS**: The Contractor shall be fully responsible to the City of Joplin for the acts and omissions of his subcontractors and material suppliers, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions of the Plans and

Specifications to be inserted in all subcontracts and contracts for the supply of materials relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents in so far as is applicable, and to give the Contract or the same power as regards terminating the subcontract that the City of Joplin may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City of Joplin, and the Contractor shall defend, indemnify and save harmless the City of Joplin from and against any and all liability, suits, claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner arising out of or connected with subcontractor claims and damages arising out of matters covered by terms of these contract documents which the Contractor either failed to insert in subcontract documents or materially modified, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

8. **UTILITY CONFLICTS**: The Contractor shall make every effort to locate all underground pipelines and conduits by contacting owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation or boring operations.

The Contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner and Engineer for any and all claims, or judgments whenever made as a result of his actions.

9. **PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY**: The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together will all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the Engineer.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his sub-contractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of,

or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement, or payment of costs incurred in connection with said damage.

10. **CONSTRUCTION SITE CLEANUP**: Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way AND easement areas that were occupied by him in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during construction the Engineer determines that cleanup is not being accomplished, the Engineer may direct no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

11. **SEEDING**: All disturbed areas where permanent vegetative cover is to be established shall be in accordance with City Specifications.

12. **SAFETY PRECAUTIONS**: The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these CONTRACT DOCUMENTS. The Contractor shall also comply with all regulatory agency's requirements for safety.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner and Engineer from any claims for damages resulting from personal injury *and or* death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

13. **DISPOSITION OF MATERIALS**: Contractor will be responsible for disposition of all excavated and waste materials, including but not limited to pipes, concrete structures, pavement, rock, and dirt in accordance with City Ordinances. Any items removed that are not classified as bid items will be considered incidental. Disposition shall be considered to be incidental to this project and no additional payment will be made for these items.

14. **PAVEMENT AND CURB REMOVAL**: Where partial removal of the pavement or curb and gutter is required, the Contractor shall use a concrete saw cutting completely through the pavement or curb and gutter leaving a straight uniform edge adjoining the new work. Where possible, removal will be made at the next available construction joint.

15. **CITIZEN CLAIMS**: In the event that a citizen makes a claim against the Contractor, then the Contractor shall do the following:

a. Investigate a claim when notified by a citizen or the City of Joplin.
b. Within a reasonable period of time after completing the investigation, the CONTRACTOR shall notify the person making the claim or a part thereof. The City shall receive a copy of the notification.
c. Claim shall not be denied for frivolous reasons.

In the event the City of Joplin determines after notification by a citizen that the CONTRACTOR has failed to comply with the above provisions and after notifying the CONTRACTOR and determining that the Contractor has failed to comply with the above provisions, the City of Joplin may, in its discretion, withhold payment to the CONTRACTOR until the provisions set forth above are complied with.

16. Items required but not shown on the Bid Proposal shall be included in the bid price for other items.

17. No direct payment will be made for saw cutting.

18. Payment for traffic signal equipment will be based on installation, not for equipment on site.

19. CONTRACTOR shall have all forms inspected by the City Inspector prior to the pouring of concrete.

20. Entry of new conduit into existing concrete hand holes shall be accomplished using a core bit mounted on an electric rotary drill.

21. The City shall provide anchor bolts and bolt circle template for any base replacement under this contract.

22. **BASE REMOVALS -***FULL BASE REMOVAL* means the entire base, including anchor bolts and associated conduit, will be completely removed.

PARTIAL BASE REMOVAL means bases shall be removed to a depth of eighteen inches below ground level, and anchor bolts and conduit cut off at that level. The resulting hole will be filled with clean 1/2" rock to a level four (4) inches below the surface. The final four (4) inches will be filled with topsoil which is free of rocks, roots, and other debris. The fill will be compacted in six (6) inch lifts with a mechanical tamp.

23. The City may, at its discretion, furnish any or all material needed for a particular maintenance project. *Contractor shall acknowledge, in writing, receipt of materials.* It shall be the responsibility of the Contractor to provide transportation and labor to pick up materials at the City's Signal Shop. He shall be responsible for the material and the replacement of lost, stolen, or damaged material. Contractor shall examine all material upon receipt and by acceptance certify suitability for use. *Objections to issued materials shall be made to the Signal Technician prior to accepting the materials.*

24. Generally, materials provided by the City shall be new except that the City reserves the right to issue used material deemed suitable for reuse.

25. **OVERTIME RATES, NIGHTS, WEEKENDS, HOLIDAY AND EMERGENCY** -Bid Item No. 95 under the INSTALLATION Schedule, *Emergency Call-Out Response Incentive* means the Contractor shall be required to begin repairs within 4 hours of receiving a verbal notice-to-proceed for work specified at that time as Emergency Call Out Response by the Signal System Engineer or his representative. The work must be diligently executed and completed by the date and time mutually agreed upon by the Signal System Engineer or his representative and the Contractor at the time of notice to proceed. If the work is not completed by the mutually agreed upon date and time, no incentive will be paid above the bid unit price or cost-plus installation, and liquidated damages will be charged at the rate of $100.00 per hour. It is anticipated that Emergency Call Out will be reserved for those items that are critical to signal system operation and to ensure public safety. Such items may include, but are not limited to, communication cable and conduit, signal bases, and power supplies. Emergency Call-Out Response Incentive will be calculated as an additional percentage over and above the bid unit price or cost-plus installation price.

26. **PERFORMANCE BOND / PAYMENT BOND FOR LABOR AND MATERIALS** - The City requires a Performance Bond and a Payment Bond for Labor and Materials in the full amount of the contract because the City cannot guarantee the amount of work to be done under this contract, each bond in the amount of $10,000.00 will be required.

27. **TERM OF CONTRACT** -This contract shall remain in full force through the renewal of the next fiscal year's contract. The new fiscal year begins in November.

28. **LICENSES, PERMITS AND CERTIFICATES**: All licenses, permits, certificates, etc., required for and in connection with the installation of any new electrical systems to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his own expense.

29. **BID QUANTITIES**: Quantities included in base bids are chosen to provide a base line from which unit quantity price adjustments will be made. It is understood that the quantities given in the following itemized proposal are not guaranteed and are used solely for the purpose of comparing bids and awarding the contract and *may* or may not represent the actual quantities encountered on the job.

30. All line items must be bid. Contract will be signed with low bidder. Contract will not be awarded for the total. The total bid is only to be used to determine low bid. Contract will bind bidder to line item pricing.

PROPOSAL

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

MAINTENANCE AGREEMENT FOR TRAFFIC SIGNALS 2020 & 2021 & 2022

In the City of Joplin, Missouri, according to Plan No. 001, and the City's general specifications for such work on file in the office of the City Engineer and Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on the 8th day of July, 2020 at 1:00 p.m. at the following prices to-wit.

REMOVALS

	Item	Quantity	Unit	Unit Price
1	Concrete Pull box, standard	1	EA	
2	Class I Pull Box, preformed	1	EA	
3	Class II Pull Box, preformed	1	EA	
4	Class III Pull Box, preformed	1	EA	
5	Full/Partial Base Removal Type "A" Base	1	EA	
6	Full/Partial Base Removal Type "F" Base	1	EA	
7	Full/Partial Base Removal Type "C" Base	1	EA	
8	Full "EV" Controller Base Removal**	1	EA	
9	Partial "EV" Controller Base Removal	1	EA	
10	Full Controller Cabinet Removal	1	EA	
11	4" PCC Sidewalk- 60 SF or less	1	SF	
12	4" PCC Sidewalk- more than 60 SF	1	SF	
13	6" PCC (Wheelchair Ramps, Driveways) 2 or less	1	SF	
14	6" PCC (Wheelchair Ramps, Driveways) over 2	1	SF	
15	PCC Curb and Gutter – 10 LF or less	1	LF	
16	PCC Curb and Gutter – more than 10 LF	1	LF	
17	Disconnect, Remove and Dispose of Decorative Luminaire and Pole 10'-15'	1	EA	

18	Disconnect, Remove and Dispose of Decorative Luminaire and Pole 16'-25'	1	EA	
19	Disconnect, Remove and Dispose of Decorative Luminaire and Pole 26'-40'	1	EA	
20	Disconnect, Remove and Dispose of 30' Meter Pole and Power Supply	1	EA	
21	Disconnect, Remove and Dispose of Type II Power Supply	1	EA	
22	Remove Cable from Existing Conduit, Swab conduit 0 to 250 Feet	1	LF	
23	Remove Cable from Existing Conduit, Swab conduit 250.1 to 500 Feet	1	LF	
24	Remove Cable from Existing Conduit, Swab conduit 500.01 to 1000 Feet	1	LF	
25	Remove Cable from Existing Conduit, Swab conduit 1000.01 plus Feet	1	LF	
	** Includes pad			

INSTALLATION

1	Concrete pull box, Standard	1	EA	
2	Class I pull box, preformed	1	EA	
3	Concrete pull box, Double	1	EA	
4	Class II pull box, preformed	1	EA	
5	Class III pull box, preformed	1	EA	
6	Type "A-10" Base	1	EA	
7	Type "A-13" Base	1	EA	
8	Type "B-10" Base	1	EA	
9	Type "B-13" Base	1	EA	
10	Type "C" Base	1	EA	
11	Type "EV" Controller Base **	1	EA	
12	Controller Cabinet	1	EA	
13	1" PVC Conduit in Trench 50 feet or less	1	LF	

14	1” PVC Conduit in Trench 50.01 feet to 100 feet	1	LF	
15	1” PVC Conduit in Trench 100.01 feet plus	1	LF	
16	2” PVC Conduit in Trench 50 feet or less	1	LF	
17	2” PVC Conduit in Trench 50.01 feet to 100 feet	1	LF	
18	2” PVC Conduit in Trench 100.01 feet plus	1	LF	
19	3” PVC Conduit in Trench 50 feet or less	1	LF	
20	3” PVC Conduit in Trench 50.01 feet to 100 feet	1	LF	
21	3” PVC Conduit in Trench 100.01 feet plus	1	LF	
22	4” PVC Conduit in Trench 50 feet or less	1	LF	
23	4” PVC Conduit in Trench 50.01 feet to 100 feet	1	LF	
24	4” PVC Conduit in Trench 100.01 feet plus	1	LF	
25	2” RS Conduit in Trench 50 feet or less	1	LF	
26	2” RS Conduit in Trench 50.1 feet to 100 feet	1	LF	
27	2” RS Conduit in Trench 100 feet plus	1	LF	
28	2” PVC Conduit in - Bored 50 feet or less	1	LF	
29	2” PVC Conduit in - Bored 50.1 feet to 100 feet	1	LF	
30	2” PVC Conduit in Bored 100 feet plus	1	LF	
31	3” PVC Conduit in - Bored 50 feet or less	1	LF	
32	3” PVC Conduit in - Bored 50.1 feet to 100 feet	1	LF	
33	3” PVC Conduit in – Bored 100 feet plus	1	LF	
34	4” PVC Conduit in - Bored 50 feet or less	1	LF	
35	4” PVC Conduit in - Bored 50.1 feet to 100 feet	1	LF	
36	4” PVC Conduit in - Bored 100 feet plus	1	LF	
37	2” Interconnect Conduit in Trench Bored 50 feet or less	1	LF	

38	2” Interconnect Conduit in Trench Bored 50.1 feet to 100 feet	1	LF	
39	2” Interconnect Conduit in Trench Bored 100 feet plus	1	LF	
40	30’ Meter Pole and Type l Power Supply	1	LF	
41	Type l Power Supply on Existing Meter Pole	1	EA	
42	Type II Power Supply	1	EA	
43	Type II Power Supply w/Lighting Controller	1	EA	
44	Lighting Controller on Existing Meter Pole/Type II	1	EA	
45	6’ X 30’ Inductive loop detector Loop Cable, rectangle 3 turn	1	EA	
46	6’X30’ Inductive loop detector quadrupole	1	EA	
47	1c #6 Power Cable	1	EA	
48	1c #8 Power Cable	1	LF	
49	1c # 10 Luminaire Cable w/Fused Disconnects	1	LF	
50	2c#8 Luminaire Cable	1	LF	
51	2c #14 for Push buttons 50 feet or less	1	LF	
52	2c #14 for Push buttons 50.01 to 100 feet	1	LF	
53	2c #14 for Push buttons 100.01 plus	1	LF	
54	2c #14 for Shielded Look Lead-in 50 feet or less	1	LF	
55	2c #14 for Shielded Look Lead-in 50.01 to 100 feet	1	LF	
56	2c #14 for Shielded Look Lead-in 100.01 feet plus	1	LF	
57	3c # 16 Signal Cable 50 feet or less	1	LF	
58	3c # 16 Signal Cable 50.01 to 100 feet	1	LF	
59	3c # 16 Signal Cable 100.01 feet plus	1	LF	
60	4c # 18 Signal Cable 50 feet or less	1	LF	
61	4c # 18 Signal Cable 50.01 to 100 feet	1	LF	

62	4c # 18 Signal Cable 100.01 feet plus	1	LF	
63	5c # 12 Signal Cable 50 feet or less	1	LF	
64	5c # 12 Signal Cable 50.01 to 100 feet	1	LF	
65	5c # 12 Signal Cable 100.01 feet plus	1	LF	
66	5c # 14 Signal Cable 50 feet or less	1	LF	
67	5c # 14 Signal Cable 50.01 to 100 feet	1	LF	
68	5c # 14 Signal Cable 100.01 feet plus	1	LF	
69	7c # 12 Signal Cable 50 feet or less	1	LF	
70	7c # 12 Signal Cable 50.01 to 100 feet	1	LF	
71	7c # 12 Signal Cable 100.01 feet plus	1	LF	
72	7c # 14 Signal Cable 50 feet or less	1	LF	
73	7c # 14 Signal Cable 50.01 to 100 feet	1	LF	
74	7c # 14 Signal Cable 100.01 Plus	1	LF	
75	Beldon 8281 Cable	1	LF	
76	4” PCC Sidewalk 60 SF or less	1	LF	
77	4” PCC Sidewalk over 60 SF	1	SF	
78	6” PCC (Wheelchair Ramps, Driveways) 2 or less	1	SF	
79	6” PCC (Wheelchair Ramps, Driveways) more than 2	1	SF	
80	PCC Curb & Gutter 10 LF or less	1	SF	
81	PCC Curb & Gutter more than 10 LF	1	LF	
82	Remove & Install Pedestrian Heads (Straight Rate/Labor Only)	1	HR	
83	Remove & Install Signal Head (Straight Rate/Labor Only)	1	HR	
84	Remove & Install Ped Button (Straight Rate/Labor Only)	1	HR	
85	Install Luminaire and Pole 10’-15’ and connect wires	1	EA	

86	Install Luminaire and Pole 16'-25' and connect wires	1	EA	
87	Install Luminaire and Pole 26'-40' and connect wires	1	EA	
88	Straight Rates per Man/ No Material	1	HR	
89	Overtime Rates, Nights, Weekends, Holiday, and Emergency	1	HR	
90	One Time Daily Mobilization for Straight Rate Work	1	Day	

** Includes Pad

Note 1 It is understood by the undersigned that the quantities given in the preceding itemized proposal are not guaranteed and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the preceding itemized proposal, multiplied by the unit price bid, shall constitute the gross sum bid and agrees that payment will be on the basis of the unit prices shown herein, shall be made on quantities actually constructed and verified by field measurement.

Note 2 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 3 As a condition of submitting this bid and in consideration of the City permitting the bid to be submitted, the bidder hereby agrees that this bid shall be irrevocable for a period of sixty (60) days and that the bid shall not be withdrawn during the sixty (60) day period for the date of the bid opening specified in the bid notice.

Note 4 In submitting this bid, it is understood that the right is reserved by the City of Joplin to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In accepting this contract, Contractor certifies that no employee, member or officer of the firm or corporation is a salaried officer or employee of the City of Joplin or any of its boards or agencies and that no salaried officer or employee of the City has any financial interest, direct or indirect, in this Contract.

Note 6 The undersigned, as bidder, understands that the bidder awarded the contract will be required to comply, and to cause his subcontractors, if any, to comply will all federal statutes, regulations, and directives against discrimination against any person in connections with the contract, on account of race, color or national origin, and that such discrimination extends to procurement of materials and lease of equipment for use in connection with the contract.

Note 7 Each bidder will list type of equipment and cost per hour for their mobilization in their pricing.

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. In order to pay all labor employed and materials 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 employment of the contractor, his agents, servants or employees.

In the event of 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 this _____ day of _____, 2020

Company _____

By (signature) _____

Complete Address

_____

_____ _____
David Hertzberg, PE Date
Director of Public Works

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: _____

Signed By: _____

Date: _____

SUBCONTRACTOR DISCLOSURE FORM COMPANY _____

List below the name of each subcontractor that will be furnishing labor or labor and material, the category of work that the Subcontractor will be performing (e.g. asphalt, concrete, earthwork etc.)

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE OF CONTRACT
Name		
Address		
Phone number		
Fax number		

Name		
Address		
Phone number		
Fax number		

Name		
Address		
Phone number		
Fax number		

Name		
Address		
Phone number		
Fax number		

SIGNATURE

_____ TITLE _____ DATE _____

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 6480 1		Name: 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:

MAINTENANCE AGREEMENT FOR TRAFFIC SIGNALS 2020 & 2021 & 2022

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

5 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 maintain adequate insurance coverage at all times 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, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 $10,000.00 (Ten Thousand and no/100 Dollars) 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, (https://www.joplinmo.org/DocumentCenter/View/7374/Standard-Specs_050119?bidId=) Contractor (or surety) shall be liable to the City in the amount of $200.00 per day for each and every calendar day and Emergency Call-Out Response (as defined in special provision 25) $100.00 per hour 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 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. 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:

_____
Name

_____
Title

CITY OF JOPLIN, MISSOURI

By:

_____
David Hertzberg, Public Works Director

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
602 S MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of Ten Thousand and no/100 DOLLARS ($10,000.00) 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 _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

Maintenance for Traffic Signals 2020 & 2021 & 2022

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 _____, 2020.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 2020. By_____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day

of_____, 2020. 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.

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 Ten Thousand and no/100 DOLLARS ($10,000.00) 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:

Maintenance for Traffic Signals 2020 & 2021 & 2022

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)

_____
Principal

_____
Secretary

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.

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