BID PACKAGE

JUSTICE CENTER #001

For

City of Joplin
JUSTICE CENTER 160 TON MODULAR CHILLER PROJECT

JOPLIN MAINTENANCE DEPARTMENT
303 E. 3rd. Street
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:30 a.m. Friday, July 7, 2023 at the 4th Floor Joplin City Hall located at 602 South Main Street, Joplin, Missouri, 64801 to PURCHASE the following:

JUSTICE CENTER 160 TON MODULAR CHILLER PROJECT

Specifications and bid forms are available from Jeff Tennis, Maintenance Supervisor by calling (417) 624-0820 x 1299 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor. A mandatory pre-bid will be held at 303 E. 3rd Street Joplin, Mo. at 10:00 a.m. on June 21, 2023 in the main lobby of the Justice Center.

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, 2023

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at Joplin City Hall 602 S. Main Street until 10:30 A.M. July 7, 2023 for making the following improvements at the Dr. Donald E. Clark Justice Center, in the City of Joplin, Missouri.

PURCHASE AND INSTALLATION OF A 160 TON MODULAR CHILLER

This project includes the following: furnish labor, equipment, and material to accomplish the work. The project will also include removal of two (2) existing 75-ton reciprocating water cooled chillers.

Specifications and bid forms are available from Jeff Tennis, maintenance supervisor by calling (417) 624-0820 x1299 or by writing to the above listed address. Bids must be received before 10:30 a.m. on July 7, 2023 at City Hall 602 S. Main Street. Bids will be opened at 10:30 a.m. July 7, 2023 in the 4th floor conference room at Joplin City Hall, 602 S. Main Street.

A mandatory pre-bid will be held at 303 E. 3rd Street Joplin Dr. Donald E. Clark Justice Center 10:00 a.m. on June 21, 2023.

The contractor shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri and obtain a building permit for the proposed work if required. The City reserves the right to reject any or all bids.

This is a prevailing wage project. Wage rates for this project shall be in accordance with the most current wage rate determination made by the Industrial Commission of Missouri on file in the Department of Public Works. Contractor will use the Division of Labor Standards form LS-57 to report all wages.

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

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

A bid bond or certified check for five percent 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; shall before

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

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

GENERAL INSTRUCTIONS

All bids shall have a firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

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

Any protest or grievance must be issued in writing and delivered to the office of the Director of 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 city limits of Joplin 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)
2 Bid bond

MARK BID ENVELOPES "JUSTICE CENTER #001; 160 TON MODULAR CHILLER PROJECT 10:30 A.M. July 7, 2023"

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 shall at all times enforce proper conduct among their employees and shall not employ on the project any person, unfit or not skilled in the task assigned to them.

The contractor shall have ninety (180) days upon issuance of the purchase order and receipt of a performance bond by the city to complete the project. In the event of any unforeseen circumstances, extensions shall be granted; otherwise, a one hundred (100) dollar per day penalty is deducted from the contract amount if the contract is not completed in the specified time.

The Contractor shall at all times keep the premises free from accumulation of Waste materials or rubbish caused by their operation. On completion of work Contractor shall remove all waste materials and trash from the jobsite, as well as tools, equipment and surplus materials.

GENERAL DESCRIPTION OF WORK

Furnish all labor, services, material, and equipment to purchase and install a water cooled, 160-ton, modular chiller.
Remove two (2) existing 75-ton chillers and associated plumbing and electrical connections.

BID DUE: July 7, 2023 @ 10:30 AM

MAIL BIDS TO: City Of Joplin

C/O Jeff Tennis

602 S. Main Street

Joplin, Mo. 64801

Completion of proposed work as per general scope of work.

$_____

Contractor company name: _____

Contact name: _____

Contact telephone: _____

Signature: _____

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

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 049
JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$34.90
Boilermaker	$25.69*
Bricklayer	$25.69*
Carpenter	$47.77
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$25.69*
Plasterer	
Communications Technician	$25.69*
Electrician (Inside Wireman)	$46.79
Electrician Outside Lineman	$25.69*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$25.69*
Glazier	$39.99
Ironworker	$63.70
Laborer	$37.46
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$25.69*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$25.69*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$25.69*
Plumber	$49.11
Pipe Fitter	
Roofer	$39.83
Sheet Metal Worker	$25.69*
Sprinkler Fitter	$63.06
Truck Driver	$25.69*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
JASPER County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$25.69*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$25.69*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$42.13
General Laborer	
Skilled Laborer	
Operating Engineer	$48.33
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$25.69*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.