RFP 2021-016
Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services

Mandatory Pre-Bid Meeting:
November 9, 2021 at 10:00 AM

Bid Opening:
November 18, 2021 at 10:00 AM

City of Joplin
Public of Works Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1530 (VOICE)
(417) 625-4738 (FAX)

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NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 10:00 A.M., Thursday, November 18, 2021 at the office of the Director of Public Works, located on the 4th floor of City Hall, 602 South Main Street, Joplin, Missouri, 64801 (or by mail to 602 South Main Street, Joplin, Missouri, 64801) to PROCURE the following:

RFP 2021-016
Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services

This project includes the following: furnish labor, insurance, taxes, and other items necessary for the plowing of snow and treatment of streets in the City of Joplin, utilizing City of Joplin owned equipment.

Specifications and bid forms are available online at http://www.joplinmo.org/Bids.aspx?CatID=17 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The contractor shall be licensed in the City of Joplin Missouri before entering the work of said contract. A **mandatory pre-bid meeting** will be held at **10:00 A.M., Tuesday, November 9, 2021** at the Joplin City Hall, 4th floor conference room.

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 contract herein is not a prevailing wage contract; this contract is a maintenance contract between the successful bidder and the City of Joplin.

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

David Hertzberg, P.E.
Director of Public Works

Publication Date: October 30, 2021

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.

Interpretations: No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to City Hall ATTN: Rob Beachner, 4th Floor, 602 S. Main Street, Joplin, MO 64801 or emailed to Rbeachne@joplinmo.org and to be given consideration must be received prior to the Pre-Bid Meeting, Tuesday, November 9, 2021 at 10:00 a.m. Questions received after this date and time will not be answered.

Interpretations, supplemental instructions, or clarifications considered necessary by the City in response to such questions will be issued in the form of written addendum to the contract documents and specifications which, if issued, will be posted to the City of Joplin Website on the www.Joplinmo.org webpage, not later than three days prior to the date fixed for the opening of bids.

Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addendum so issued shall become part of the contract documents.

Preference: Preference will be given to local vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below; if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a) Those businesses with only a local post office box; or
b) Those businesses with a sales presence in said radius; or
c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

Bid Review: 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:

- Bid Form (all lines completed)
- Unauthorized Aliens workers Act (FWAP) (all lines completed)

Method of Award: Lowest Qualified Bidder. If at the time this contract is to be awarded, the lowest Total Hourly Rate amounts for the **Contract Labor for 2021-2022 Pre-Treatment and Snow Removal Services**, submitted by a responsive, responsible bidder, does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the Total Hourly Rate amounts.

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

MARK BID ENVELOPES; "BID PACKAGE RFP 2021-016 CONTRACT LABOR FOR 2021/2022 PRE-TREATMENT AND SNOW REMOVAL SERVICES; Thursday, November 18, 2021"

City of Joplin
RFP 2021-016
Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services

Bid Specifications

DESCRIPTION OF WORK

It is the intent of these specifications to describe the required service for Bidder to provide labor required to perform snowplowing and treatment of streets within the City of Joplin, utilizing City of Joplin owned equipment. The City of Joplin currently has 13 dump trucks with snow plows, salt and sand spreaders, and pre-wetting systems for which labor is to be provided for.

The City is accepting proposals to provide services commencing with the 2021 winter season for approximately 250 lane miles of streets in the City of Joplin.

SCOPE AND EXPECTATIONS

The City recognizes that the plowing and treatment is dependent upon the weather and as such, the following are general expectations of the City in terms of service to be provided:

- Bidder shall be aware that the City of Joplin has some personnel available to perform these services. The successful bidder will be required to provide labor for up to 13 vehicles for a daily 12-hour shift
- The successful Bidder will plow and/or treat all streets (marked on map) during winter storm events as directed by City personnel. The City of Joplin has a bare pavement policy within 24 hours of a major storm event
- The successful Bidder shall be available 24 hours a day/7 days a week during the winter months, and will be required to work 12 hour shifts at a minimum during winter storm events
- Treatment of seven (7) bridges located within the City shall be considered a top priority
- Salt to be applied only when it is effective and not in lieu of plowing
- Access to the Police and Fire Departments to be maintained at all times
- The successful Bidder will have sufficient personnel to ensure that the service can be consistently maintained throughout the winter season and will attach a list of proposed operators/drivers as part of the bid proposal
- The successful bidder will be solely responsible for labor, insurance and taxes; and unit prices will be inclusive of all costs.
- The City will not compensate the successful bidder for travel to and from the City, and/or the City's Public Works facility
- The City will provide fuel for the City-owned trucks used for these operations

- The City will be responsible for normal maintenance and repairs to equipment used for these operations
- The City will provide all salt, manufactured sand and liquid brine material to be utilized by successful Bidder during performance of these services
- The City's stockpiles and material storage areas for salt, manufactured sand and liquid brine materials are located at the City of Joplin Public Works Center at 1301 West 2nd Street, Joplin Missouri
- The Bidder shall provide a list of other clients that they are currently providing service to or expect to provide service to during the winter months
- All employees must be appropriately licensed by the State of Missouri
- All employees must have a Commercial Drivers License (CDL) Class A or B with tanker endorsement and no air brake restrictions
- All employees will be required to perform a DOT approved pre-trip and post-trip inspection of the equipment that they have been assigned to operate. These inspection reports shall be delivered to City personnel daily
- Prior to operating a City-owned vehicle, all employees will be subject to the completion of a criminal background check and drug screen. Random drug screen testing of employees will also be required during the performance of this contract
- Prior to operating a City-owned vehicle, all employees will be required to complete 2 – 4 hours of safety and equipment operation training with City of Joplin personnel. This training will be paid for by the City at the hourly rate proposed by the successful Bidder

The successful Bidder shall not assign the contract or any of its responsibilities under it without the written consent of the City

The successful Bidder will provide monthly invoices that itemize the work performed by date and detailing hours, and operators used.

SUPERVISION

The successful Bidder shall employ an experienced supervisor or foreman to direct the activities of the contractor's employees. This supervisor/foreman will work directly with and answer to City of Joplin street department personnel. The supervisor/foreman will direct, and be directly responsible for his/her employees. The City of Joplin Assistant Director of Public Works-Operations, or their designated representative shall inspect the snow removal activities and point out any discrepancies between what is being performed and what is required in the contract. The successful Bidder shall make adjustments to eliminate these discrepancies within 24 hours of being notified. The City of Joplin reserves the right to suspend the operations of any employee of the successful Bidder at any time, for any reason, including but not limited to actions or operations that are deemed to be unsafe, unprofessional, unproductive, etc.

RESPONSE TIME

When winter weather events are forecasted, the successful Bidder will be required to respond within 2 hours of being contacted by City personnel, to perform the contracted services.

In the case of major snow accumulation, the successful Bidder will provide on-going services after the storm to make sure that all roads are cleared of snow.

INSURANCE

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, 2021, 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 Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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.

CARE AND DILIGENCE

The services to be rendered by the successful Bidder shall be performed in a safe, competent and efficient manner. The successful Bidder shall be responsible for the repair of any property damaged by the snow plows in the spring and shall be responsible for the repair or replacement of any mail boxes damaged during plowing. Damaged mail boxes must be temporarily set up within 24 hours in order to receive mail and permanently repaired in the spring.

The successful Bidder also agrees that any consumption of alcohol before or during working hours or driving or working under the influence of alcohol or controlled substances by its employees is strictly forbidden and shall constitute grounds for contract termination.

CONTACT PERSON

The successful Bidder shall provide, in writing, the name of a contact person, a phone number and an emergency number that the City shall use for the disposition of problems.

CONTRACT TERMINATION

The City of Joplin reserves the right to terminate the contract upon thirty (30) days written notice due to poor performance or for any reason deemed to be in its best interest. The City's Director of Public Works will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and be final. The City reserves the right to re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

TAXES

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the City against any liability for same.

COMPLIANCE WITH LAW AND REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA requirements and the Americans with Disabilities Act.

All employees employed on project must have OSHA 10-hour certification class as per State Law House Bill 1549.

E - Verify: Contractors bidding on a contract for services in excess of $5,000 to provide a sworn affidavit and supporting documentation that affirms the participation in a federal work authorization program, such as E-Verify, and that the bidder will not employ illegal workers for the project. A contractor is only required to provide this affidavit to the City annually.

INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the City of Joplin

SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the City's advance written consent.

TERM OF CONTRACT

The term of this contract shall be for one year beginning on the effective date of the contract. The City may extend the contract for up to two (2) additional one-year terms upon written notice to the Contractor, if both parties mutually agree to the arrangement.

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

CITY OF JOPLIN
BID FORM – PROPOSAL FOR
CONTRACT LABOR FOR 2021/2022 PRE-TREATMENT AND SNOW REMOVAL SERVICES

SUBMITTED BY: _____
Company Name

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the City of Joplin the following items:

1. The Bidder has examined the proposal and specifications regarding the scope of work.
2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the City.
3. The Bidder has examined the streets and has become familiar with conditions surrounding the snow plowing and street treatment expectations.
4. The Bidder proposes to furnish all labor necessary to perform the contract requirements and agrees that rates are inclusive of labor, and insurance costs. The hourly rate includes all functions performed in association with that driver/operator.
5. The work will be performed in accordance with all elements set forth in this proposal.
6. This proposal is made in good faith and without fraud or collusion.
7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgement.

The undersigned fully understands the requirements, therefore the costs to provide contract labor for snow removal and pre-treatment services shall be as follows:

Year 1 – Winter 2021/2022

1. CDL driver/operator for City-owned truck with snow plow and pre-treating equipment as specified

   $_____/Hour

2. Supervisor/Foreman to oversee contractor's operations during storm events

   $_____/Hour

Bidder shall enter the quantity of available CDL drivers/operators Bidder will be able to provide for a daily 12-hour shift.

_____each

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of work required. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the work required.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

BIDDER understands that the City has the right to waive any informalities and maintains the right to reject any or all bids.

The undersigned agrees to enter into a contract within seven (7) days from notice of award should this proposal be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

Dated_____day of_____, 2021.

Company _____

Address _____

Signature _____

(Print Name) _____

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of December, 2021, by and between the City of Joplin, Missouri (hereinafter "City"), and _____ (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing pre-treatment and snow removal services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing pre-treatment and snow removal services.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other good and valuable consideration, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is from December 6, 2021 through December 5, 2022, unless terminated as provided herein. The Parties may agree to renew this Agreement on the same terms and conditions for up to two (2) additional one-year terms.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide pre-treatment and snow removal services.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following hourly rates: $_____ per hour per CDL driver/operator for City-owned truck and snow plow and pre-treating equipment as specified, and $_____ per hour per Supervisor/Foreman to oversee Contractor's operations during storm events. Within thirty (30) days of City's receipt and approval of an invoice, City will make payment to Contractor. Contractor will provide all labor.

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

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

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

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

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

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

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

12. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

14. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

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

16. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

18. Intellectual Property. Intentionally omitted.

19. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

City of Joplin
ATTN: Director of Public Works
602 S. Main St.
Joplin, MO 64801

_____
_____
_____
_____

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Payment for Labor and Materials. Intentionally omitted.

22. 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.

23. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of

this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

24. Right to Proceed. Intentionally omitted.

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

26. Subcontractors. Contractor shall be as fully responsible to 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 City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

27. Subsurface Conditions. Intentionally omitted.

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

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

30. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

31. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

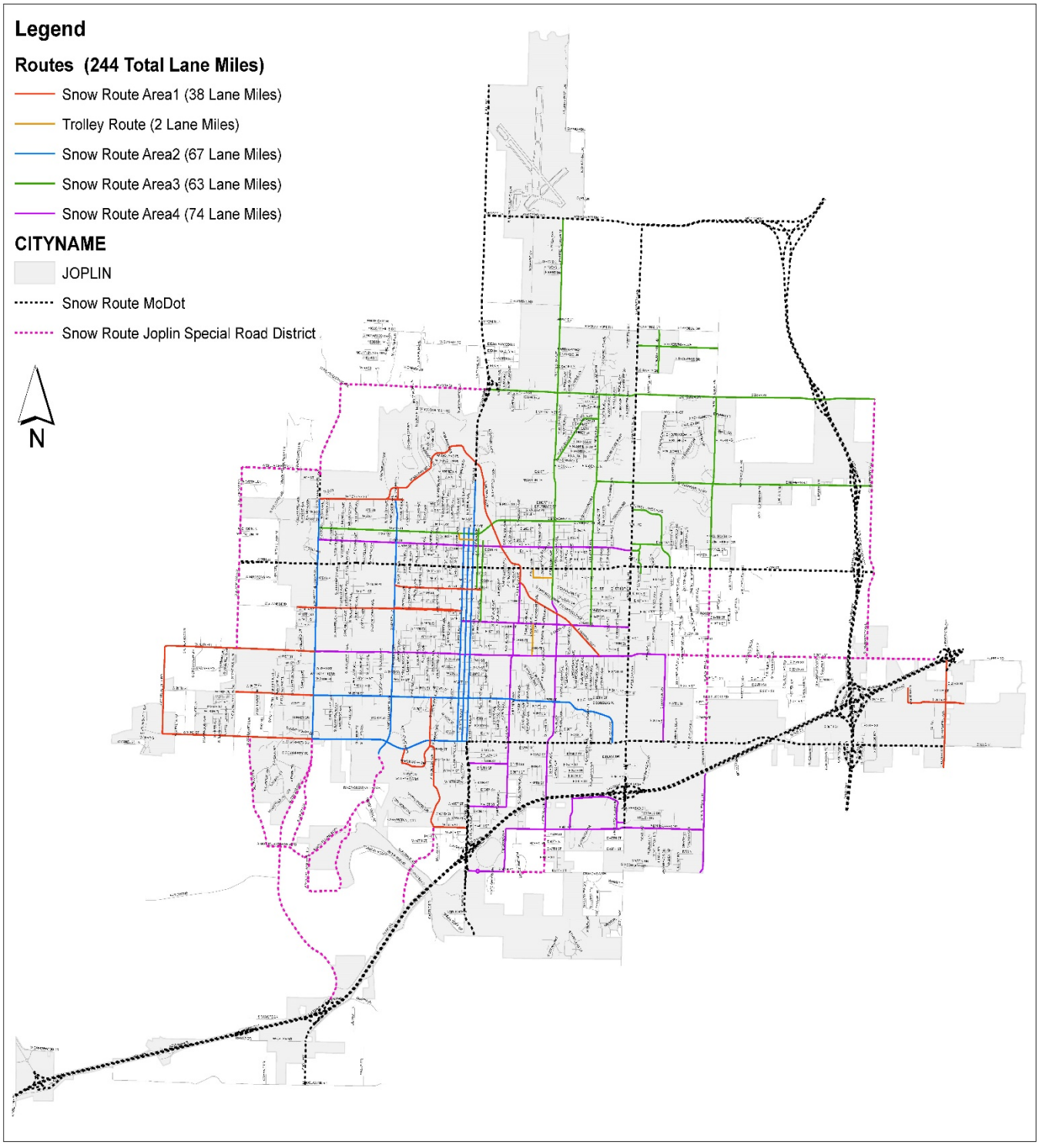
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CONTRACTOR

_____
By:
Its:

SNOW ROUTES


Legend
Routes (244 Total Lane Miles)
Snow Route Area1 (38 Lane Miles)
Trolley Route (2 Lane Miles)
Snow Route Area2 (67 Lane Miles)
Snow Route Area3 (63 Lane Miles)
Snow Route Area4 (74 Lane Miles)
CITYNAME
JOPLIN
Snow Route MoDot
Snow Route Joplin Special Road District
N