CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

#2021-106

for

GRINDING OF TREE DEBRIS with an option of HAULING OUT THE FINISHED WOOD CHIPS or HAUL OUT OF WHOLE TREE LIMBS

JOPLIN PUBLIC WORKS DEPARTMENT
602 S. MAIN STREET, 4TH FLOOR
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00am Wednesday, March 17th at the Joplin Public Works Department located at **on the 4th floor at 602 S. Main Street,** Joplin, Missouri, 64801 for the following professional service:

GRINDING OF TREE DEBRIS with an option of HAULING OUT THE FINISHED WOOD CHIPS or HAUL OUT OF WHOLE TREE LIMBS

Specifications and bid forms are available from **Lynden Lawson,** Assistant Director of Public Works – Operations, by calling 417-624-0820 ext. 560 or by writing to the address indicated above. The complete Request for Proposal document can be secured by contacting the owner representative listed above or by visiting the city website at https://www.joplinmo.org/ . 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: February 26, 2021

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to contract the following services:

GRINDING OF TREE DEBRIS with an option of HAULING OUT THE FINISHED WOOD CHIPS or HAUL OUT OF WHOLE TREE LIMBS

MARK BID ENVELOPES: "BID GRINDING OF TREE DEBRIS" 10:00AM on Wednesday March 17th.

All bids shall have firm-fixed pricing and shall be honored until December 31, 2022. All bids shall be exclusive of Federal, State, and City taxes. It is the intent of the specification included with the bid document to generally describe the services desired in sufficient detail as to secure bids on comparable services.

All details not specifically mentioned that are necessary in order for the services to be performed as intended shall be included by the bidder. The service shall be in accordance with the best trade practices. All work shall be in accordance with City of Joplin standard specifications unless otherwise noted. Specification variances manufactures literature and additional information should be attached to the bid form. All blanks on the attached bid specification shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

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

LOCAL VENDORS: Local vendors or contractors within a radius of twenty-five (25) miles from Joplin City Hall, 602 South Main Street, as defined in Ordinance No. 2008-053 shall be given preference in the awarding of a bid, providing the bid is within three (3%) of the lowest bid from a non-local bidder on a bid or proposal from $3000.00 up to $1,000,000.00, and with in two (2%) percent on such bid or proposals from $1,000,000.00 up to $3,000,000.00 to $5,000,000.00. Notify the City in writing by submitting documentation per Ordinance No. 2008-053 if you wish to be considered a local vendor. Notification of the desire to be considered a local vendor must come with the bid response form.

INSURANCE: The successful Contractor shall at all times during the term of the agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work hereunder. The successful Proponent agrees to furnish the City with certificates of insurance satisfactory to the City, and 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 RSMo § Section 537.610. Details are available at the following website: http://insurance.mo.gov/industry/sovimmunity.php.

Successful contractor shall also become an **AUTHORIZED VENDOR** of the City of Joplin before an agreement can be issued. In addition to any insurance required hereunder, contractor shall agree to reimburse the City for any damage done to City property that occurs during the performance of contract.

The City of Joplin Public Works Director reserves the right to reject any or all bids and rebid at a later date.

This contract will be awarded to the lowest, responsive, responsible bidder.

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses includingattorney fees arising out of or resulting from the performance of the work, caused byany act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.

Once the bids are reviewed and evaluated, the successful contractor will be notified in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way. Delivery of performance should not be completed without receipt of an authorized purchase order. An agreement shall also be issued, as described in Exhibit A.

A **BID BOND** for five (5) percent of the total bid amount---based on the grinding of **5,650 cubic yards**---must accompany each bid.

The successful bidder shall also be required to furnish a **PERFORMANCE BOND** in the amount of his/her bid before entering on the work of said contract. Sample bond template on pages 10-11.

Successful bidder shall also be a **LICENSED CONTRACTOR** of the City of Joplin before entering on the work of said contract.

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses includingattorney fees arising out of or resulting from the performance of the work, caused byany act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.

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

Contractor represents and agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and § RSMo 285.525, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City.

Contractor agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Sample Affidavit on page 10.

Once the bids are reviewed and evaluated, the successful contractor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way. Delivery of performance should not be completed without the receipt of an authorized purchase order.

SPECIFICATIONS

GENERAL

The purpose of this bid request is to contract for debris grinding or chipping of all eligibleand mutually agreed upon trees, tree limbs, logs, stumps, and brush (tree debris), and the *option* of hauling out the resulting wood chips, as determined by the City of Joplin, Missouri at the City's designated chipping site.

SERVICES

Quantity - The Contractor shall grind all eligible tree debris as determined by the City. The quantity of the first grinding job is estimated at **9,000 cubic yards** based on current accumulation and future accumulation. Measurements as of November 2020 are in *Exhibit C.* The piles have been compacted with a front loader. Before grinding starts, or during grinding, should the City collect additional debris, another measurement will take place by the Engineering Department. City staff and contractor shall "mutually decide" on the exact cubic yards for billing purposes. Should the City accumulate additional tree debris after the initial grinding is finished and before December 31, 2022, the successful Contractor shall have the option of grinding the debris at the bid price, and if the quantity meets the Contractor's minimum amount as described in the bid response.

Location - The tree debris processing site, 1702 North Schifferdecker Avenue, is City owned property on the west side of Schifferdecker Avenue, approximately .6 mile north of Belle Center Road. A map *(Exhibit B)* and photograph *(Exhibit D)* of the work site is included with this bid packet. The tree debris is on a paved area in one long row.

Work Hours – It is the intention to have the work performed on Monday through Friday, from no earlier than 8:00 AM and no later than 5:00 PM, however, special consideration will be made to extend the hours and days if necessary.

Start/End Date – Grinding service shall start in March 2021. If City staff determines that the date or performance standards cannot be met by the contractor, the City reserves the right to negotiate. If a date or performance standard cannot be agreed upon, the City is free to begin pursuing a new contractor. It is the intent of this request for bid

to use the same contractor and same pricing up to December 31, 2022. Contractorshall supply the minimum amount of cubic yards needed for a return visit.

Finished Product - The finished wood chips shall be approximately four (4) inches in size appropriate for residential gardening and landscaping. Chips shall be placed in manageable piles for future chip "giveaways". Contractor may chip wood into a size other than four (4) inches if Contractor plans to have finished product hauled away for beneficial use, and it is approved by the City.

Contractors are welcome to visit the City and job site prior to responding to this bid.

A representative of the City shall monitor grinding operations at the Schifferdecker site.

The contractor shall use equipment and perform work in a manner to prevent damages to City's infrastructure facility. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City.

The City of Joplin reserves the right to inspect the site, verify quantities and review operations at any time.

PERFORMANCE SCHEDULE

The Contractor shall commence performance in March 2021. The exact start date is negotiable and dependent on weather conditions and grinding site condition.

Any encounter by the Contractor with dangerous conditions or unusual situations shall be reported to the City the day of the discovery.

OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all assigned activities. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this project.

The Contractor shall be duly licensed in accordance with the City's statutory requirements to perform the work.

The City may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.

PAYMENT BONDS

Contractor shall provide a signed "payment bond," which deals with payments to subcontractors. The Contractor shall be able to cover expenses and mobilization costs associated with this grinding operation prior to the initial payment and or between subsequent payments, as well as the bonds and insurance. Sample performance bond *(pages 10-11)* and payment bond *(pages 12-14)* documents attached.

BILLING

Invoices for services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, Missouri 64801. Charges shall be based on completed services. The City of Joplin will not pay in advance of services. Invoices shall include dates of service. The City of Joplin will not pay for additional fees or surcharges (disclosed or non-disclosed) to include---but limited to---labor, assessment, hazardous transportation, manifest, hauling preparation, profile generation, personal protective equipment, insurance, testing/analysis, mobilization/demobilization, billing, invoicing, environmental, fuel recovery, energy recovery, management, travel/housing/meal expenses, or late fees.

PAYMENT

Payment for work completed shall be invoiced by Contractor when work is completed with the purchase order number denoted on the invoice. The City will make payment within 30 days.

QUESTIONS

Contractors may contact the following City employees at 417-624-0820 for additional information or clarifications:

- Dean Smith, Infrastructure Superintendent, ext. 561
- Lindsay James, Recycling Coordinator, ext. 501
- Lynden Lawson, Assistant Director of Public Works Operations, ext. 560

Questions concerning the specifications or bidding procedures should be directed in writing before March 10th to Lynden Lawson, Assistant Director of Public Works-Operations, City of Joplin, 602 South Main Street, Joplin, Missouri 64801 or via e-mail at Llawson@joplinmo.org. All answers will be in writing and will be sent to all known bidders.

AWARD EVALUATION PROCESS

This project will be awarded to the lowest, responsive, responsible bidder based on the grinding price per cubic yard and plan for finished chips AS COMPARED TO the haul out of whole tree limbs price per cubic yard and plan. Limbs must not be burned.

Award will not be based on price paid to the City for finished wood chips or minimum quantity needed for return service due to unknown variables.

CITY OF JOPLIN BID RESPONSE FORM FOR GRINDING OF TREE DEBRIS

with an option of HAULING OUT THE FINISHED WOOD CHIPS orHAUL OUT OF WHOLE TREE LIMBS

Please print or type

COMPANY NAME _____

CONTACT NAME & TITLE _____

ADDRESS _____

VOICE PHONE_____MOBILE PHONE _____

FACSIMILE NUMBER _____

E-MAIL ADDRESS FOR MAIN COMPANY CONTACT _____

SIGNATURE OF COMPANY REPRESENTATIVE _____

DATE _____

Option #1
Rate for grinding per cubic yard and leaving wood chips at the site.
Rate shall be honored up to December 31, 2022 $_____

Option #2
Rate for Contractor or subcontractor to haul out whole tree limbs to be processed for beneficial use at Contractor's or subcontractor's site.Limbs must not be burned.
Rate shall be honored up to December 31, 2022 $_____

Price paid to City per cubic yard or ton of resulting wood chips to be hauled out by Contractor or subcontractor for beneficial use $_____

- Minimum Cubic Yards of Tree Limbs Needed for Return Grinding Service up to December 31, 2022 _____

- Minimum Cubic Yards of Tree Limbs Needed for Return Haul-Out Service up to December 31, 2022 _____

- Comments _____

MARK ON OUTER MOST ENVELOPE:"BID 2021-106 TREE DEBRIS

Deadline: 10:00AM, Wednesday, March 17th, 2021

Attention: Lynden Lawson

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, andwill 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 withcontracted services with the City. I further affirm that my company is activelyenrolled 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

CONTRACTOR'S BOND No. FOR CITY CONTRACTSPERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____
(Contractor Name)
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 South Main Street, Joplin, Missouri 64801

hereinafter called OWNER, in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxx and NO/100 Dollars ($xxxxxxxx**)** 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_____, 2018, a copy of which is hereto attached and made a part hereof for the **Grinding of Tree Debris with an Option of Hauling out the Finished Wood Chips, or Haul Outof Whole Tree Limbs.**

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 guarantyperiod 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 goodany 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 stipulatesand 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 (20%), 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 anycharacter whatsoever.

IN WITNESS, whereof, this the_____day of_____, 2021.
ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this_____day

of_____, 2021 By _____

By _____

_____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this_____day of

_____, 2021 By_____

By_____

_____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is a 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 of Missouri.

CONTRACTOR'S BOND NO. FOR CITY CONTRACTSPAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(Contractor Name)

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 South Main Street, Joplin, Missouri 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 xxxxxxxxxxxxxxxxxx and XX/100 Dollars ($xxxxxxxxxxxxxxxxxx**)** in lawful money of theUnited 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 _____, 2021, a copy of which is hereto attached and made part hereof for the **Grinding of Tree Debris with an Option of Hauling out the Finished Wood Chips, or Haul Out of Whole Tree Limbs.**

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 saidwork, and for all labor cost incurred in such WORK, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; thenthis obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCON-TRACTORS, 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 andagrees 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 (20%), 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 shallinclude 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 _____, 2021
ATTEST: (SEAL)

_____	_____
Secretary	Principal

Approved as to form this_____day

of_____, 2021 By _____

By _____

_____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this_____day of

_____, 2021 By _____

By _____

_____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is a 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 of Missouri.



TOTAL APPROXIMATE CUBIC YARDS (YD³) FOR BRUSH PILES = 9000.00 YD³

The City Of Joplin
Department of Public Works
Office of Engineering
602 S. Main Street, Joplin, MO 64801
Phone: 417-624-0820 Fax: 417-625-4738

CITY 40 BRUSH PILE MEASUREMENTS

PLAN VIEW FOR BRUSH PILE MEASUREMENTS

Project Number:	TBD
Designed By: N/A	Approved By: N/A
Drafted By: CP	Date: 02/24/2021
Scale:	NTS
	SHEET 1

