JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 16, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. JATSO / MoDOT Projects Update

      Documents:

      MODOT-JOPLIN CITY COUNCIL PRESENTATION REV 1.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Accountability & Capital Improvement Tax

   2. Frank Thompson Requested To Speak On The City Of Joplin

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The January 2, 2024, Joplin City Council Meeting

      Documents:

      JAN 2, 2024 MINUTES.PDF

   2. COUNCIL BILL NO. 2024-250
      AN ORDINANCE approving the deannexation by the Council of the City of

AN ORDINANCE approving the deannexation by the Council of the City of Joplin, Missouri, of property generally located at 3031 N Arizona Ave.

Documents:

CB2024-250.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-104
AN ORDINANCE approving an agreement and work authorization with Allgeier Martin and Associates Inc. in the not to exceed amount of Ninety-Five Thousand and 00/100 dollars ($95,000.00) for engineering services associated with the Joplin WWTP Improvements 2024 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-104 GS WWTP IMPROVEMENTS 2024.PDF
2024-JOPLIN CONSULTING AGREEMENT FOR CITY TO SIGN.PDF
WA AMA 24-001 MISC WWTP IMPROVEMENTS 2024.PDF
CB2024-104 CB WWTP IMPROVEMENTS 2024.PDF

2. COUNCIL BILL NO. 2024-105
AN ORDINANCE approving the issuance of a Purchase Order to MagneGrip for the purchase and installation of a MagneGrip® Diesel Exhaust Extraction System for removal of vehicle and apparatus exhaust emissions, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Council Bill No. 2023-158 on October 16, 2023; and containing an emergency clause.

Documents:

CB 2024-105 CENTRAL GARAGE DIESEL EXHAUST EXTRACTION SYSTEM.PDF

3. COUNCIL BILL NO. 2024-501
AN ORDINANCE submitting to the electors of the City of Joplin, at a Special Election on Tuesday, April 2, 2024, the question of whether the City shall extend a Capital Improvements Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of twelve (12) years for the purpose of funding capital improvements, prescribing a form of Ballot thereof, and containing an emergency clause.

Documents:

CB 2024-501 SUMMARY CAPITAL IMPROVEMENT SALES TAX RENEWAL BALLOT QUESTION.PDF

RENEWAL BALLOT QUESTION.PDF
CB 2024-501 ELECTION BALLOT APRIL 2 2024 EXTENDING CIP CAPITAL IMPROVEMENTS SALES TAX.PDF
CB 2024-501 EXHIBIT A FINAL CAPITAL IMPROVEMENT PROJECT LIST.PDF
CB 2024-501 EXHIBIT B FINAL OVERALL CAPITAL IMPROVEMENT PRIORITIZATION LIST.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-601
AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Three Hundred and Sixty-Five Thousand Seven Hundred and Twenty-Six Dollars ($365,726) for Mercy Park Electrical Improvement services authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

   Documents:

   SUMMARY OF MERCY PARK ELECTRICAL PROJECT CONTRACT AGREEMENT.PDF
   2024-RFP-02 MERCY ELECTRICAL.PDF
   CB 2024-601 JOPLIN INDUSTRIAL ELECTRIC COMPANY MERCY PARK ELECTRICAL IMPROVEMENTS AGREEMENT CONTRACT.PDF
   MERCY PARK ELECTRICAL IMPROVEMENTS BID TABULATION FORM.PDF
   MERCY PARK ELECTRICAL IMPROVEMENTS COUNCIL BILL NO. 2024-601.PDF

2. COUNCIL BILL NO. 2024-602
AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

   Documents:

   SUMMARY JOE BECKER STADIUM IMPROVEMENTS.PDF
   2024-RFP-03 JOE BECKER HEATING AND COOLING IMPROVEMENTS.PDF
   CB 2024-602 JOPLIN INDUSTRIAL ELECTRIC COMPANY JOE BECKER STADIUM IMPROVEMENTS AGREEMENT CONTRACT (1).PDF
   JOE BECKER STADIUM IMPROVEMENT BID FORM.PDF
   COUNCIL BILL NO. 2024-602 JOE BECKER STADIUM IMPROVEMENTS.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

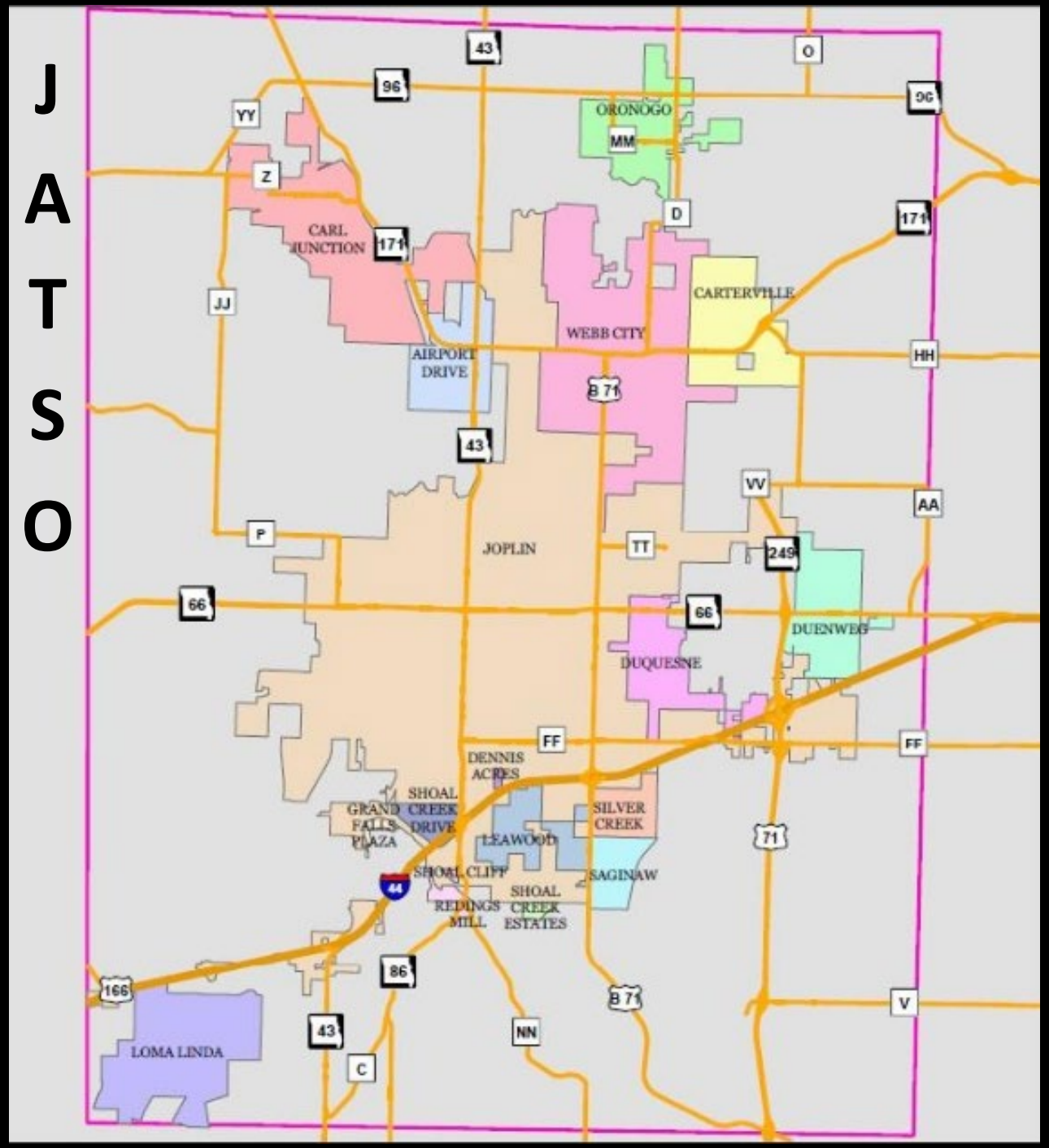
14. New Business

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 11th day of January 2024 (RSMo 610.020)

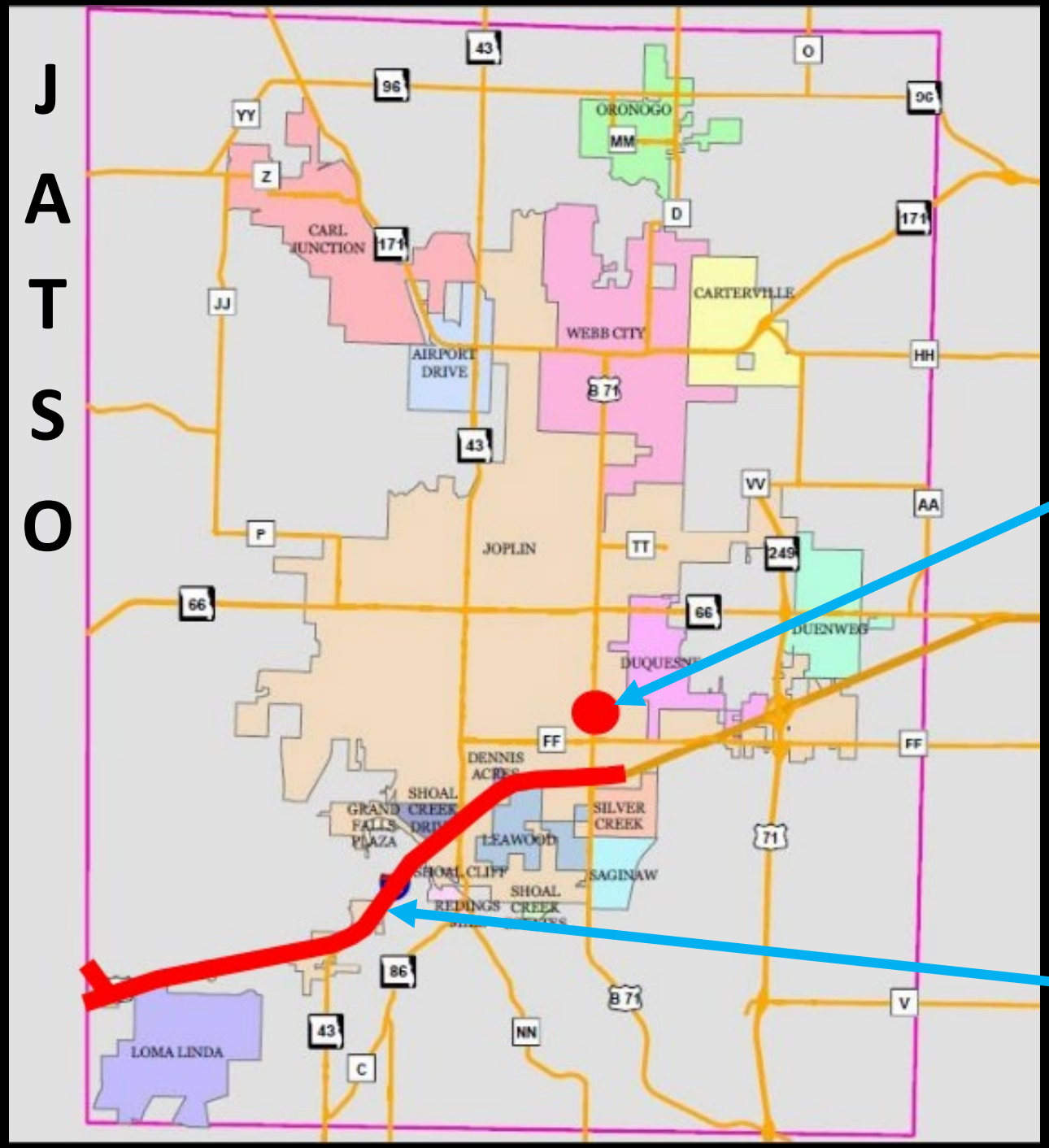


SOUTHWEST MoDOT

JATSO / MoDOT Projects Update
Joplin City Council Meeting
January 16, 2024

Craig Switzer, P.E.
Transportation Project Manager
Missouri Department of Transportation

JATSO

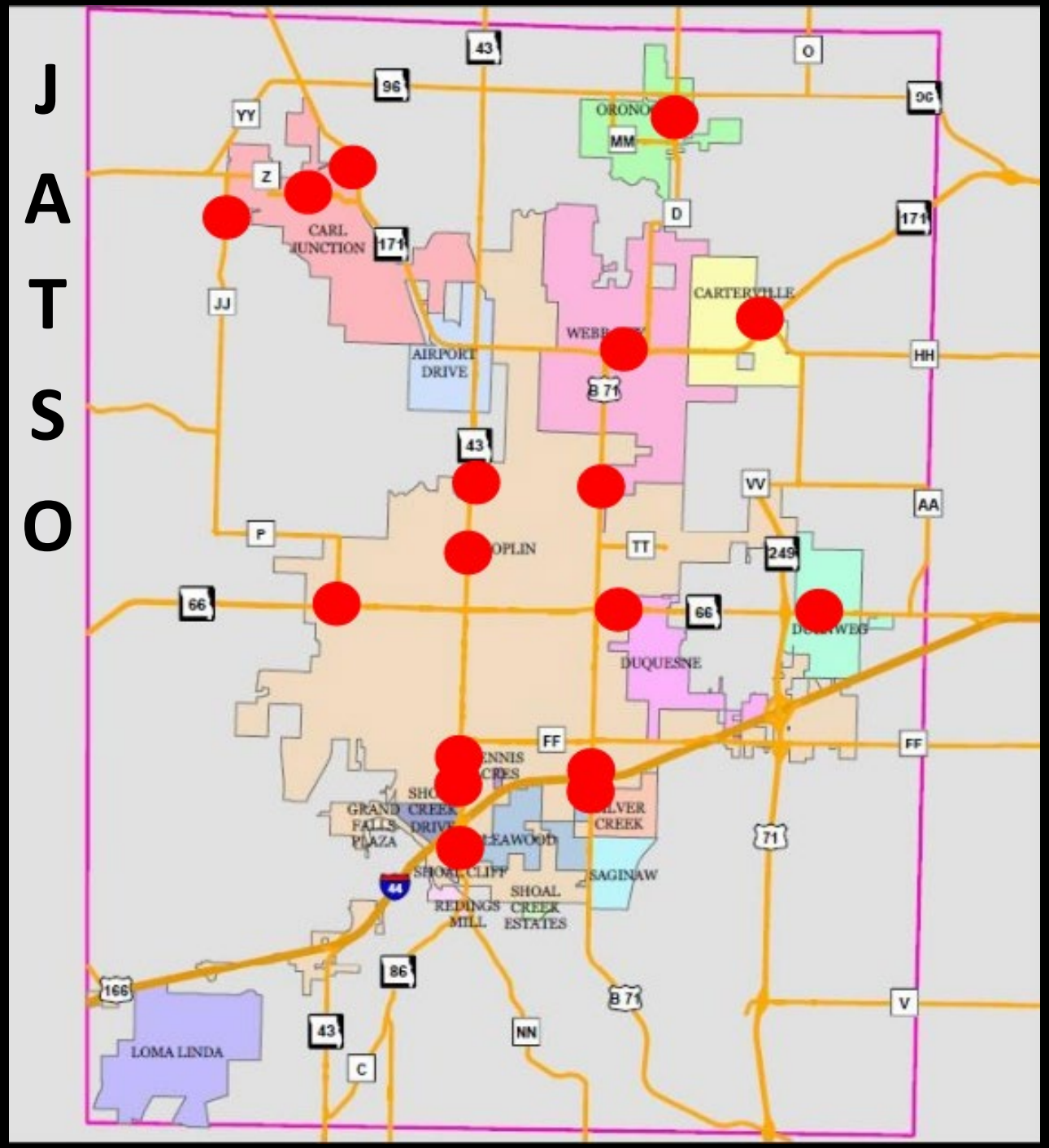


Completed Projects Year 2022

Replaced Loop 49 (Range Line Road) bridge over the CPKC Railroad

Resurfaced I-44 from the Oklahoma state line to east of Loop 49 (Range Line Road), and resurfaced Route 166/400 from the Kansas state line to I-44

J A T S O



Completed Projects Year 2023

Multi-City ADA Project:

Route JJ – Ruby Jack Trail Crossing

Route Z – Joplin Street to Water Street

Route 171 – Ruby Jack Trail Crossing

Route D – Ruby Jack Trail Crossing

Route 171 – Madison/Jefferson/Ball/Main/Hall

Route HH – Jefferson Street to Hatcher Avenue

Route 43 – Zora interchange

Loop 49 – Zora intersection

Route 43 – Murphy Boulevard intersection

Route 66 – Schifferdecker Avenue intersection

Route 66 – Loop 49 to east of Geneva Avenue

Route 66 – Irwin Street to Mower Street

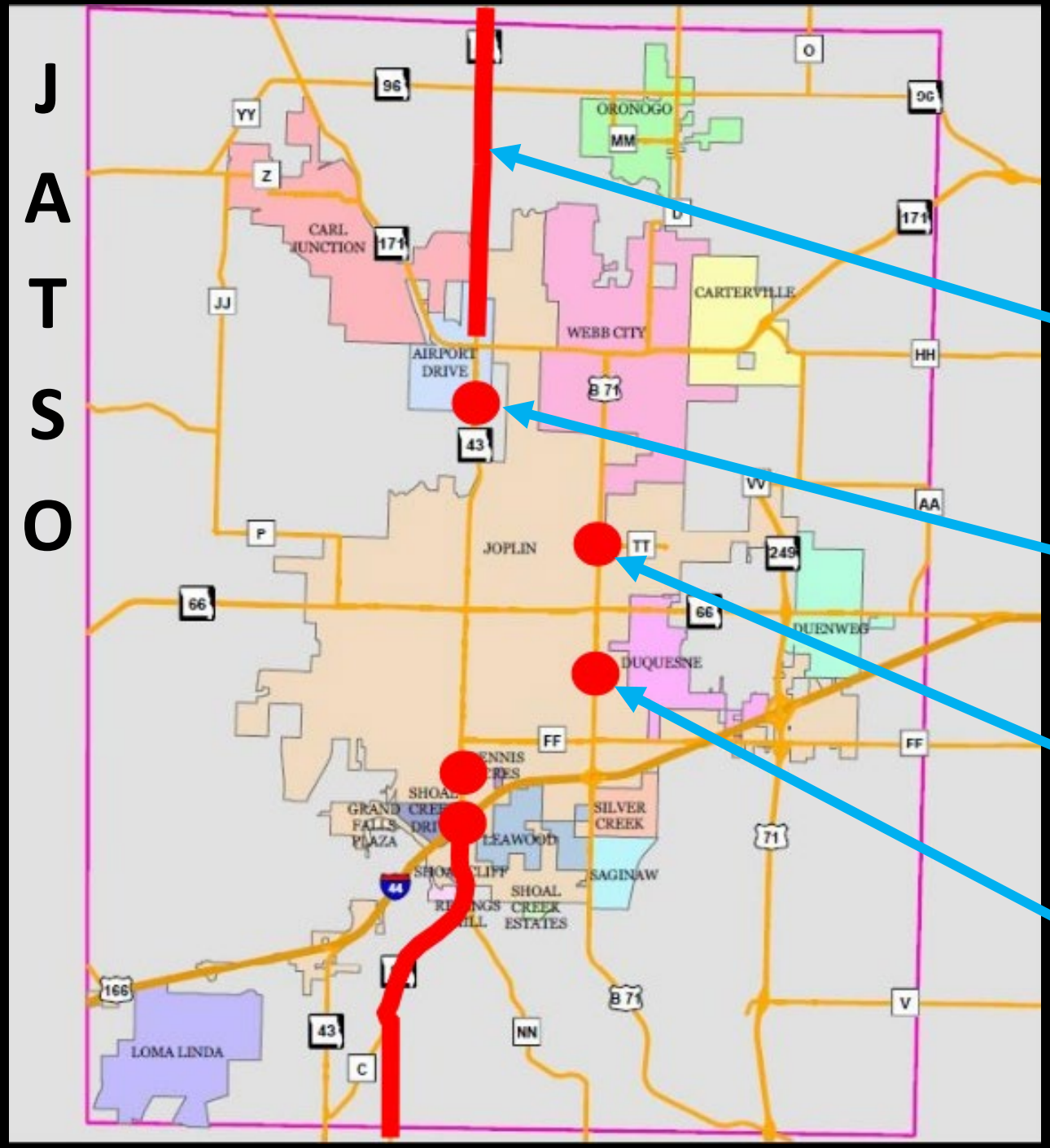
Route 43 – 32nd Street to 33rd Street

Route 43 – 41st Street intersection

Loop 49 – Interstate 44 interchange

Route 86 – 50th Street/Glendale Road roundabout

JATSO



Upcoming Projects Year 2024

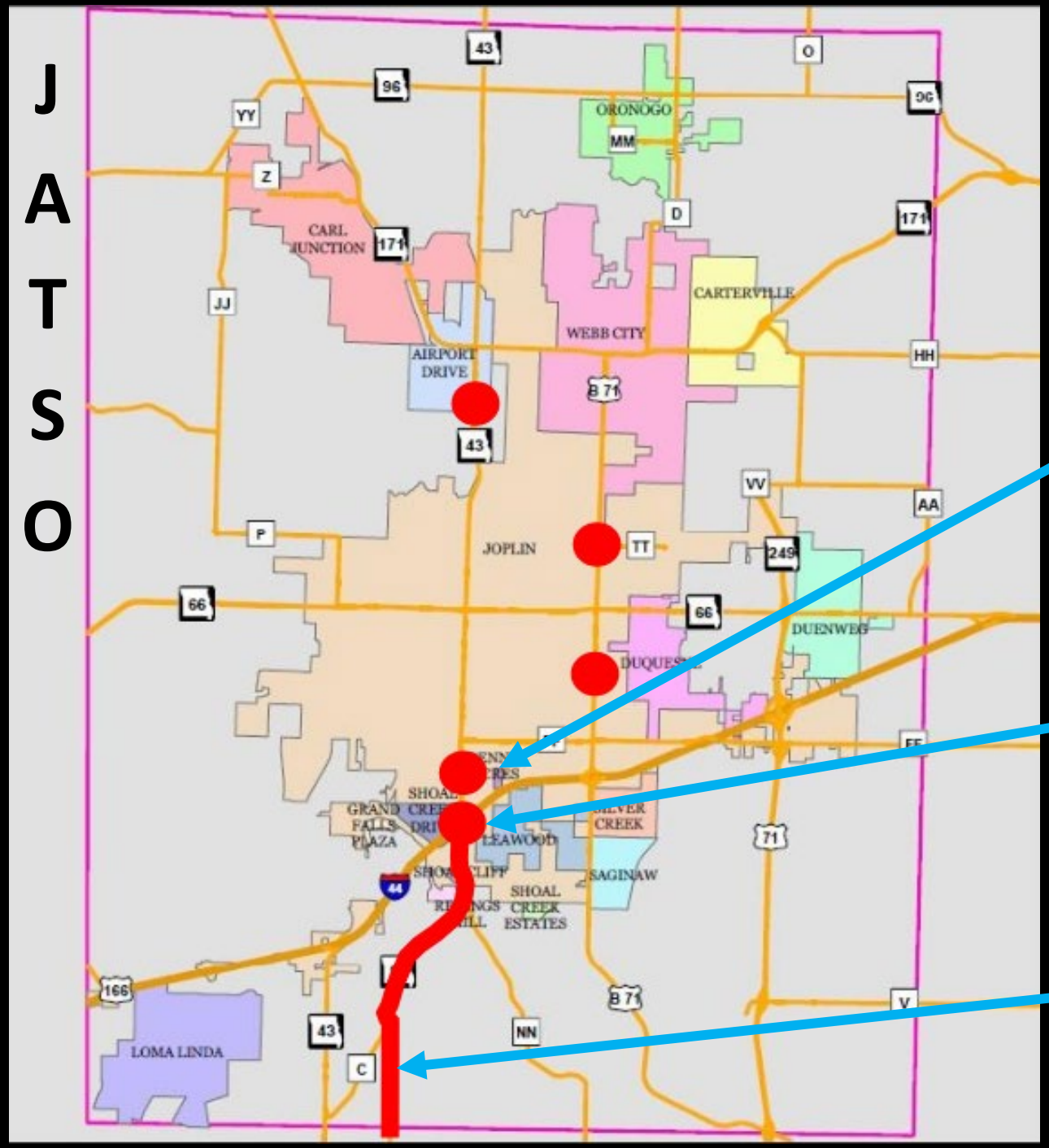
Resurfacing of Route 43 from Route 160 to north of Route 171
Letting: November 17, 2023

Replace traffic signal at the intersection of Route 43 (Main Street) and Fountain Road
Letting: May 17, 2024

Intersection improvements at Loop 49 (Range Line Road) and Route TT (Newman Road)
Letting: May 17, 2024

Intersection improvements at Loop 49 (Range Line Road) and 15th Street
Letting: by City of Joplin

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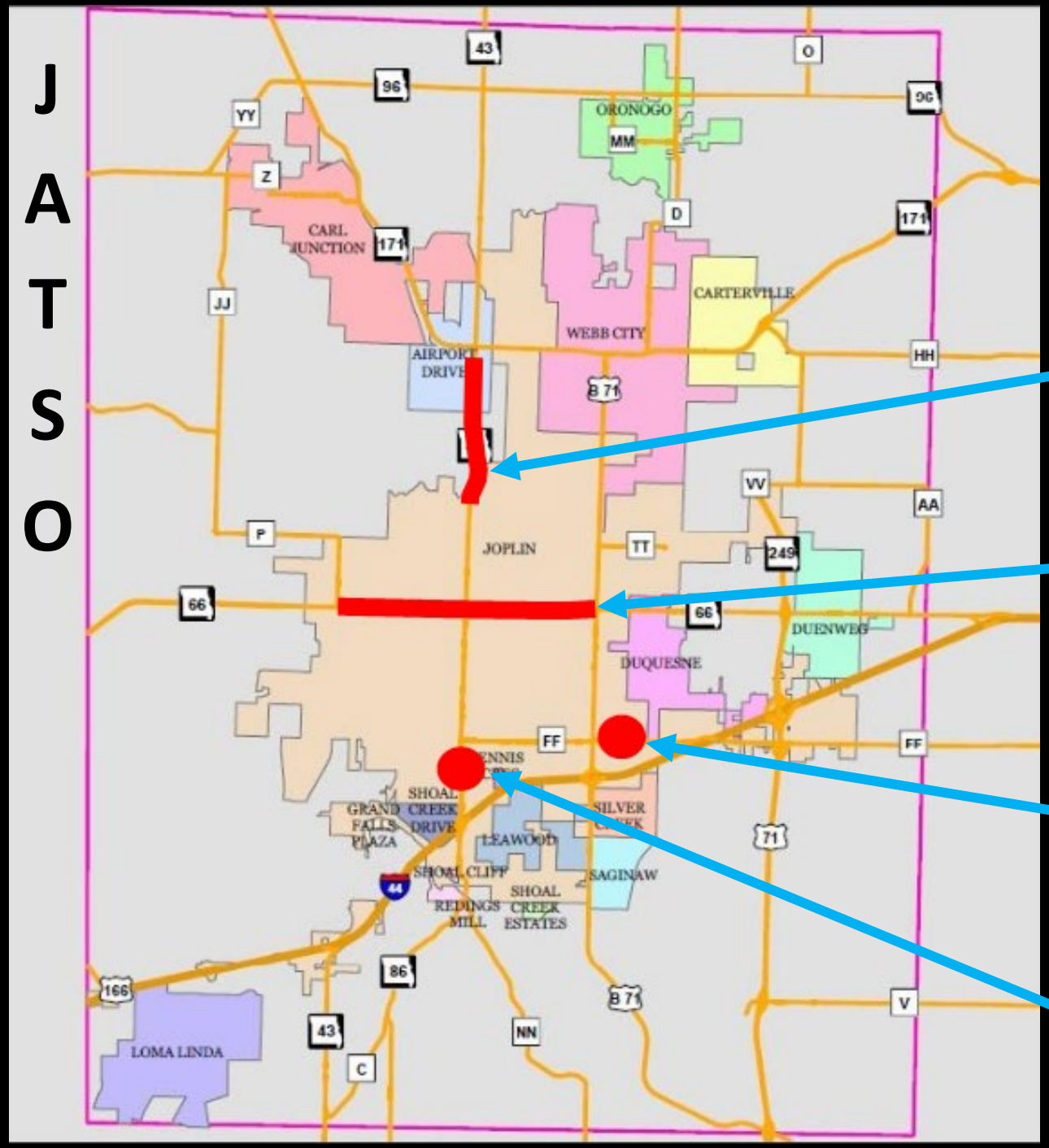
Upcoming Projects Year 2024

Intersection improvements at Route 43 (Main Street) and 34th Street
Letting: May 17, 2024

Bridge rehabilitation of westbound I-44 bridge over Routes 43/86 (Main Street)
Letting: March 15, 2024

Resurfacing of Route 86 from I-44 to Newton County Route BB
Letting: October 21, 2022

J A T S O



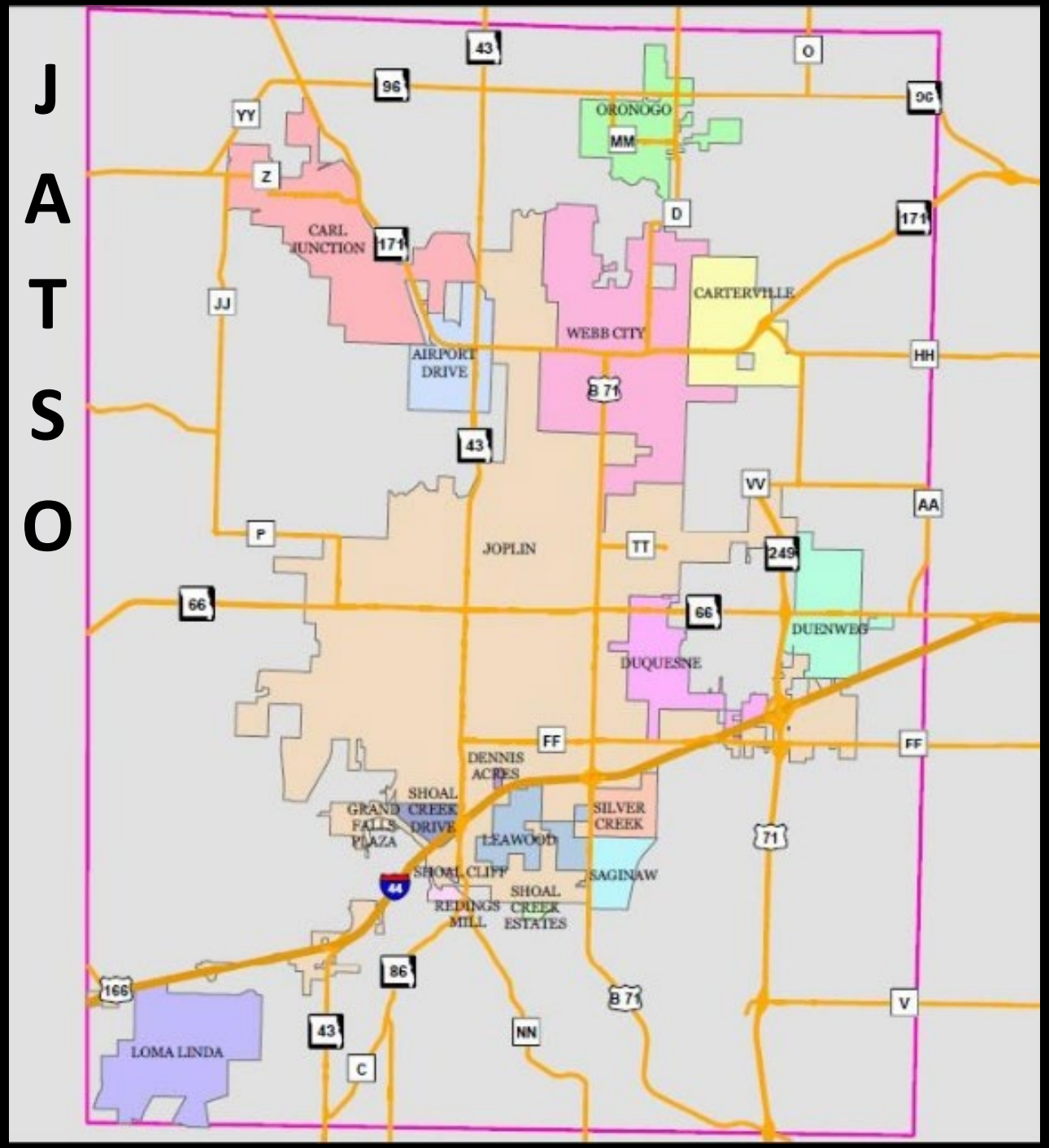
Upcoming Projects Year 2025

Resurfacing of Route 43 (Main Street) from south of Route 171 to F Street
Letting: October 18, 2024

Pavement, ADA, operational, and safety improvements on Route 66 (7th Street) from Route P (Schifferdecker Avenue) to Loop 49 (Range Line Road)
Letting: May 2025

Relocate Davis Boulevard to Stephens Boulevard, and construct traffic signal at the intersection of Route FF (32nd Street) and Stephens Boulevard
Letting: December 13, 2024

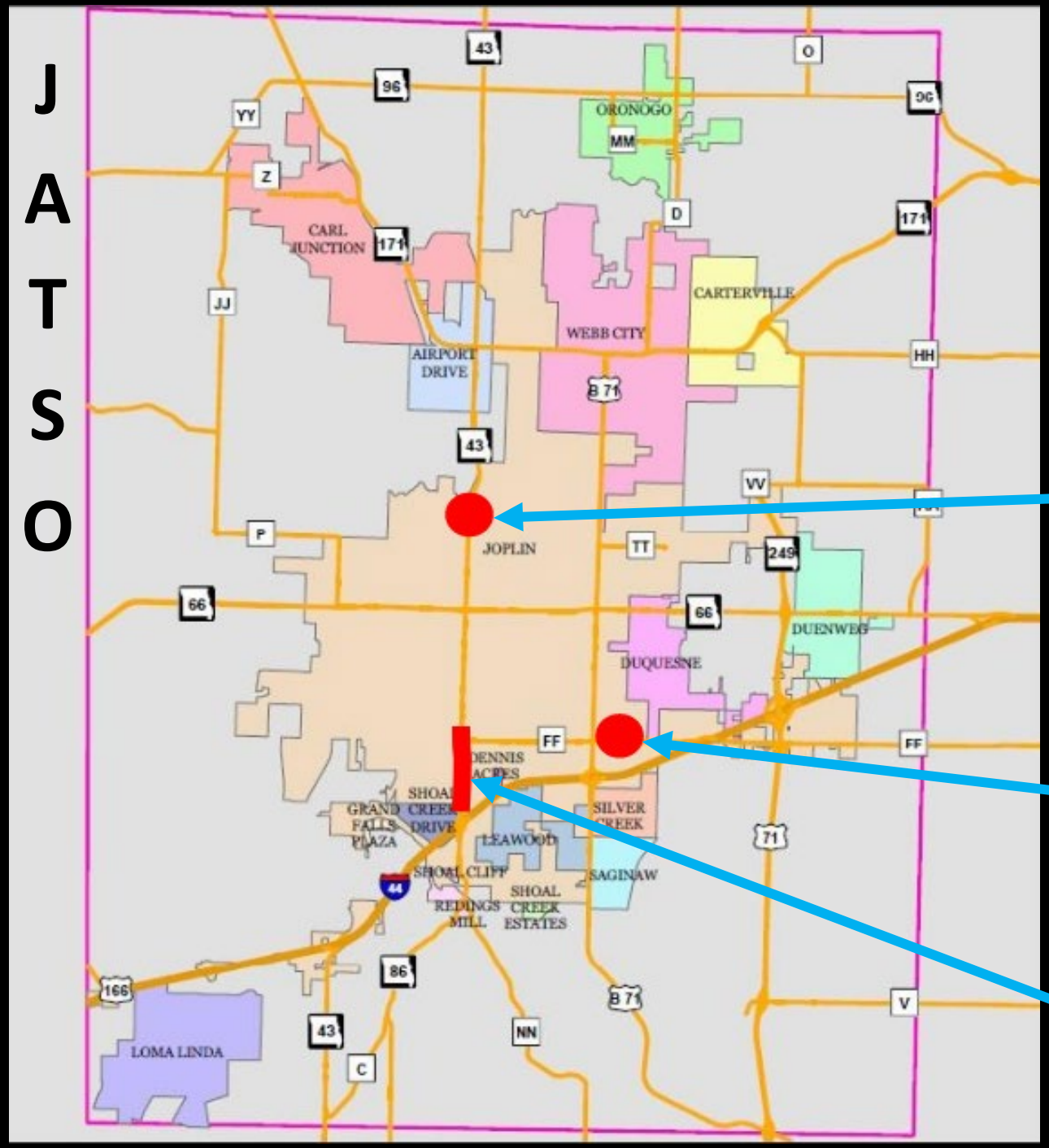
Replace traffic signal at the intersection of Route 43 (Main Street) and 41st Street
Letting: May 2025



Upcoming Projects Year 2026

No projects at this time

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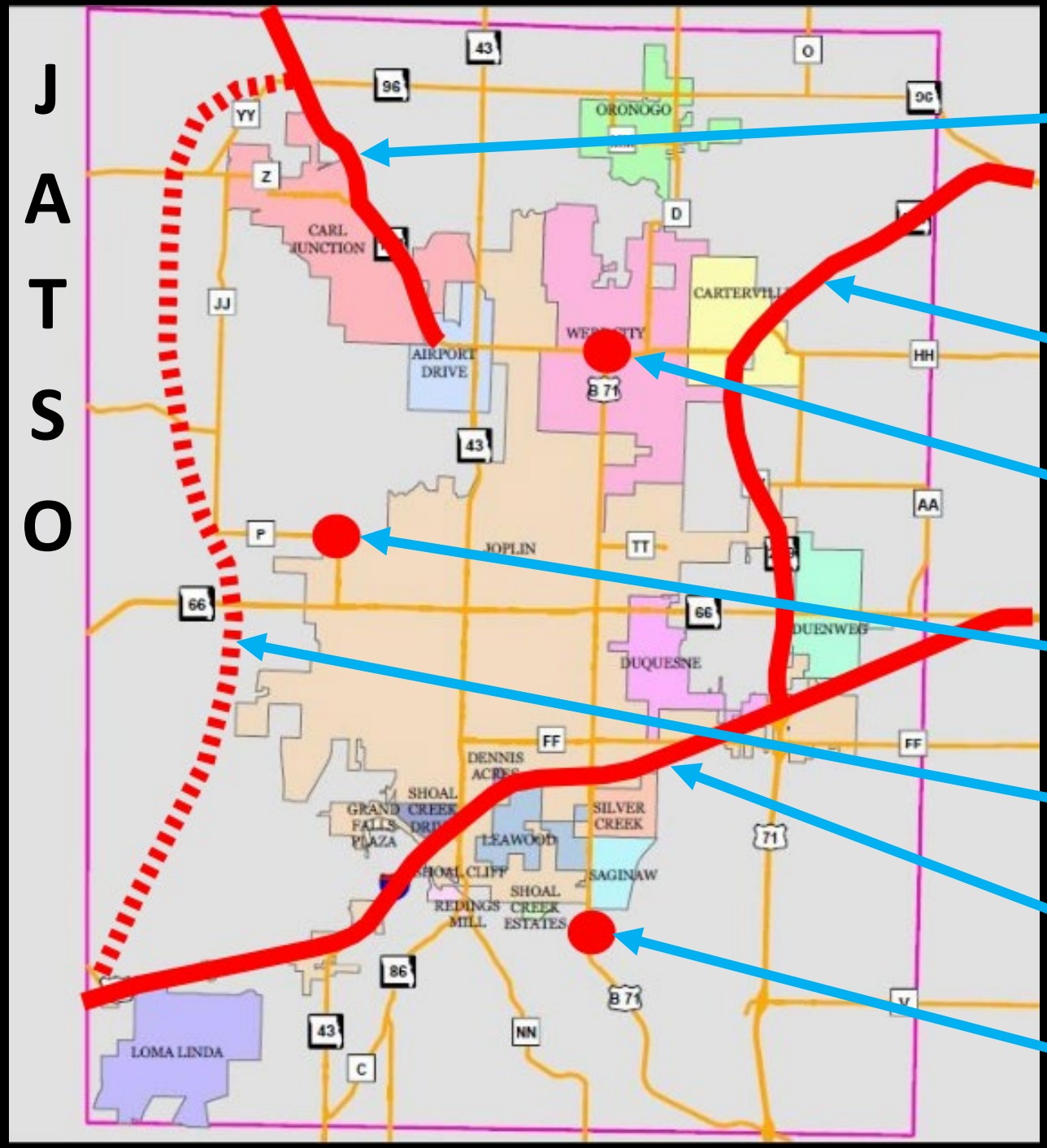
Upcoming Projects Year 2027

Replace Route 43 (Main Street) bridges over the CPKC Railroad and Turkey Creek, and add sidewalk on the west side of Route 43 (Main Street) from F Street to Murphy Boulevard
Tentative Letting: December 2026

Construct overpass on Route FF (32nd Street over the CPKC Railroad
Tentative Letting: December 2026

Resurfacing of Route 43 (Main Street) from north of Route FF (32nd Street) to I-44
Tentative Letting: September 2026

JATSO



Scoping Projects

Route 171 capacity and intersection improvements from the Kansas state line to Fir Road

Route 171 / 249 interstate designation

Intersection improvements at Loop 49 (Madison Avenue) and Route 171 (MacArthur Drive)

Intersection improvements at Route P (Belle Center Road and Schifferdecker Avenue)

Joplin West Corridor (this is not the proposed alignment)

I-44 capacity improvements

Replace Loop 49 bridge over Shoal Creek

JOPLIN CITY COUNCIL
JANUARY 2, 2024
MEETING MINUTES

CALL TO ORDER

The January 2, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Phil Stinnett.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Anthony Monteleone, Gary Shaw, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

If citizens want to know more about the Joplin Police Department, they have a great opportunity to enroll in the upcoming Citizens Police Academy. Offered as a 14-week program, the Academy is FREE of charge and provides an interactive, behind-the-scenes program taught by police officers.

The classes are every Thursday evening starting February 1 from 6 to 9 p.m. The Citizens Academy ends on May 2 with a closing ceremony and dinner. The class size is limited to 25 participants. Applicants must be 21 years or older and pass a background check. If interested, citizens can contact the Police Department or go to the Police Department's website at joplinpolice.org.

If wanting to learn something new this year, the Joplin Health Department offers CPR classes throughout the year as a part of the American Heart Association's training. Doctors have stated administering CPR outside the hospital can save thousands of lives annually, but about half of Americans say they don't know how to do it.

The next classes are scheduled for Thursday, January 18. AHA Heartsaver CPR and AED training is scheduled from 1 p.m. to 4 p.m. and trains participants to give CPR and use an automated external defibrillator (AED) in a safe, timely, and effective manner. Students receive a certification upon completion. Fee for the course is $50 per person.

AHA HeartCode® BLS Skills Checkoff will be held from 10 to 11 a.m. on January 18, and is designed for those who have already completed the online portion of the HeartCode® BLS course. This is the hands-on skills session check-off to complete the certification for HeartCode® BLS. Cost is $20 per person.

Preregistration and pre-payment are required to attend either of these classes. Participants can complete these steps by going to the Joplin Parks registration website at joplinparks.org.

Classes are listed under the Adult Programs division of this registration site. For questions, contact the Health Department at 417-623-6122, ext. 1258.

Tickets for the 24th annual Daddy Daughter Date Night event are now on sale! Joplin Parks and Recreation invites all dads and their daughters to this popular event scheduled for February 18 and 19. Enjoy music, dancing, games, buffet dinner, and prizes. A complimentary photograph is included in the ticket price to commemorate the evening. Tickets are $50/couple and $25 for an additional daughter.

For more information or to purchase tickets, call the Parks Department at 417-625-4750 or go to joplinparks.org

Just a quick reminder if residents missed the news about the City's Christmas tree drop off locations. Drop off trees, that are stripped of any decorations, at one of the following locations:

- Humphrey Park on Utica Street in the Royal Heights area;
- McIndoe Park at Glendale Road and Jackson Avenue – place trees in southwest corner of parking lot;
- Public Works Center at 1301 West 2nd Street.

The City will be accepting these trees through January 31.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on budget, fiscal accountability, capital improvements tax.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-250

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2024-250

Mr. Stinnett introduced Council Bill No. 2024-250 AN ORDINANCE approving the deannexation by the Council of the City of Joplin, Missouri, of property generally located at 3031 N Arizona Ave. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2024-250 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2024-250.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

Minutes Of the December 18, 2023, City Council Meeting

COUNCIL BILL NO. 2023-407 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. **Ordinance No. 2024-001**.

COUNCIL BILL NO. 2023-408 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. **Ordinance No. 2024-002**.

COUNCIL BILL NO. 2023-614 - AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations. **Ordinance No. 2024-003**.

COUNCIL BILL NO. 2023-615 - AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules. **Ordinance No. 2024-004**.

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-100

Mr. DeTar introduced Council Bill No. 2024-100 - AN ORDINANCE approving a purchase agreement between the City of Joplin and Trapeze Software Group Inc. d.b.a TripSpark Technologies (TripSpark), for the purchase of transit scheduling software license and maintenance services; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-100 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-005**.

COUNCIL BILL NO. 2024-102

Mr. Copple introduced Council Bill No. 2024-102 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 dollars ($374,887.76) for construction of the East Town Sidewalks 2023 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2024-102 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-006**.

COUNCIL BILL NO. 2024-103

Mr. Copple introduced Council Bill No. 2024-103 - AN ORDINANCE approving an agreement with Joplin Industrial Electric Co., Inc. in the amount of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00) for Justice Center Electrical Upgrades and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-103 be passed on an emergency basis Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-007**.

COUNCIL BILL NO. 2024-350

Mr. DeTar introduced Council Bill No. 2024-350 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 926 S Chestnut Ave. in the City of Joplin, Missouri, for Five Thousand Four Hundred Ninety-Five dollars ($5,495.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Stinnett that Council Bill No. 2024-350 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-008.**

COUNCIL BILL NO. 2024-351

Mr. DeTar introduced Council Bill No. 2024-351 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1202 S Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Three Hundred Ninety-Five dollars ($4,395.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-351 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-009**.

COUNCIL BILL NO. 2024-500

Mr. Stinnett introduced Council Bill No. 2024-500 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2024-500 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-010**.

COUNCIL BILL NO. 2024-600

Mr. Copple introduced Council Bill No. 2024-600 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Higginbotham Inc., for the purpose of professional brokering and other loss control services not to exceed price of Sixty Thousand Dollars ($60,000.00) per year, for a three (3) year contract term; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2024-600 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-011**.

ORDINANCES – FIRST READING
SECOND AND THIRD READING

COUNCIL BILL NO. 2023-542

Mr. Cortez introduced Council Bill No. 2023-542 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and setting a date when this Ordinance shall become effective. Motion by Mr. Cortez, second by Mr. DeTar to pass Council Bill No. 2023-542 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-012**.

UNFINISHED BUSINESS

NEW BUSINESS

Frank Thompson spoke on the citizens of Joplin.

Mr. Stinnett would like future Council Bills to explain why one vendor was chosen over another.

The meeting was adjourned at 7:08 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-250 – Voluntarily Deannexation

MEETING DATE:
January 2, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 053-23: 3031 N Arizona Ave – A request to voluntarily deannex from the City of Joplin – Kristy Carson

BACKGROUND:

The subject property was annexed into the City in 2022 as one of the conditions of an out-of-town sewer agreement. The property never connected to the City's sanitary sewer and utilizes a septic tank.

The City has filed this request on behalf of the owner of the property, who is opposed to being within the corporate limits of the City of Joplin. The property does not have right of way frontage within the City and is the only property in this subdivision within City Limits.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs explained to the commissioners the background on this case. Dr. Rosenberg asked if the owner was aware they would lose City services. Mr. Bellairs stated that the owner was aware. Mr. Kimble asked why the owner was not in attendance. Mr. Bellairs stated that the City was applying and representing this case on behalf of the owner. Mr. Bellairs confirmed to the Commissioners that the property was one acre.

PUBLIC COMMENT;
There was no comment in favor or opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-250
Planning & Zoning Commission recommends approval for Case 053-23 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 053-23: Deannexation

3031 N Arizona Ave-De-annexation-A request to De-annex property from the Corporate Limits of the City of Joplin-City of Joplin

Tyler Bellairs represented the City of Joplin. The property was annexed in 2022. The owners had out of town sewer agreement. Mr. Bellairs stated the owners had never connected to sewer and roads are not designed to city standards. The owners do not wish to be annexed. There is a lack of infrastructure. They are on septic and well water.

Mr. Rosenberg asked who requested the De-annexation.
Mr. Bellairs stated the owners.

Mr. Kimble stated that in the past when no one was in attendance wasn't the item tabled.

Mr. Bellairs stated the City was the applicant.

Ms. Phillips stated the property was annexed in March 2022.

Mr. Bellairs stated the annexation would not have been voluntary.

Mr. Kimble asked if the property was one acre.

Mr. Bellairs stated yes, and the owner had an out-of-town sewer agreement.

Mr. Landis stated he believed the City was doing due diligence but the land owners did not want to be annexed in.

Mr. Bellairs stated at one time the resident wanted to annex.

Mr. Rosenberg asked Mr. Bellairs if the resident was aware they would lose fire and police protection.

Mr. Bellairs stated yes.

Mr. Kimble asked if there was any one to speak in favor of Case 053-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 053-23.

There were none.

MR. JACKSON MOVED THAT CASE 053-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: December 11, 2023
City Council Meeting: January 2, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Deannexation

CASE 053-23 A request to voluntarily deannex property from the City of Joplin

LOCATION 3031 N Arizona Ave

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Single-Family	Approximately 1 acre

DISCUSSION

The subject property was annexed into the City in 2022 as one of the conditions of an out-of-town sewer agreement. The property never connected to the City's sanitary sewer and utilizes a septic tank.

The City has filed this request on behalf of the owner of the property, who is opposed to being within the corporate limits of the City of Joplin. The property does not have right of way frontage within the City and is the only property in this neighborhood within City Limits.

Staff recommends approval of Case 053-23.

ENCLOSURES
- Map of area to be deannexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR DEANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the deannexation of said land from the City of Joplin, Missouri.

Kristy Carson

3031 N Arizona Ave 64801

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 20th day of December 2023, before me appeared Kristy Carson, a single person, to me known to be the person described in and who acknowledged that he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Rachel Holcomb

My commission expires: April 6, 2024

Rachel Holcomb
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Newton County
COMMISSION # 16487402
MY COMMISSION EXPIRES: April 06, 2024

Deannexation Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 053-23
Filing Fee: $0.00
Received: 11/9/23
Proj. No.: _____

Please complete the following information as it pertains to the requested deannexation property. If you own more than one parcel in which you are requesting deannexation, you will need to complete this form for each parcel of property.

Owner Name: Harold Cupp / Kristy Carson Phone No. 417-825-5086 (Kristy Carson) - Daughter

Email: _____

Applicant Name: City of Joplin Phone No. 417-624-0820 ext 1511

Email: tbellair@joplinmo.org

Mailing Address: 602 S Main St

Deannexation Property Address: 3031 N. Arizona Ave

Present Use of Property: Single-Family Residence

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: 1

Duplex residences: -

Triplex residences: -

Apartment house residences: -

Apartment complex units: -

Number of future occupiable:

Single-family residences: -

Duplex residences: -

Triplex residences: -

Apartment house residences: -

Apartment complex units: -

Name of water provider, or list 'well': well

Name of sewer provider, or list 'septic': Septic

Commercial Information (if no present commercial use, you may skip this section.)

Business #1

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED DEANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR DEANNEXATION PETITION*******

Please complete the following information as it pertains to the requested deannexation property. If you own more than one parcel in which you are requesting deannexation you will need to complete this form for each parcel of property.

Property Owner Name: Harold Cupp/Kristy Carson **Telephone Number:** 417-825-5086

Property Address: 3031 N Arizona Ave

1. **Is the deannexation the result of an out-of-town sewer agreement?** X **Yes** _____ **No**
2. **Is this property residential property?** X **Yes** _____ **No**
3. **Are there any businesses located on this property?** _____ **Yes** X **No**

If yes, how many businesses are located on this property? _____

Please list the following information for each business located on the property:

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ **Yes** _____ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

Are there residential living units on the property that are occupied or capable of being occupied? ___X___Yes _____No

If Yes, how many
Single-family house(s) ___1___Amount
Duplex(s) _____Amount
Tri-plex(s) _____Amount
Apartment House(s) _____Amount
Apartment Complex(s) _____Amount

Do you plan to build residential living units on the property _____Yes ___X___No

If Yes, how many
Single-family house(s) _____Amount
Duplex(s) _____Amount
Tri-plex(s) _____Amount
Apartment House(s) _____Amount
Apartment Complex(s) _____Amount

Are (or Will) the living unit(s) be on a well ___Y___Yes _____No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? ___X___Yes _____No
If NO, please furnish the name of the municipal sewer system _____

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____Yes _____No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____Yes _____No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____Yes _____No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____Yes _____No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____Yes _____No

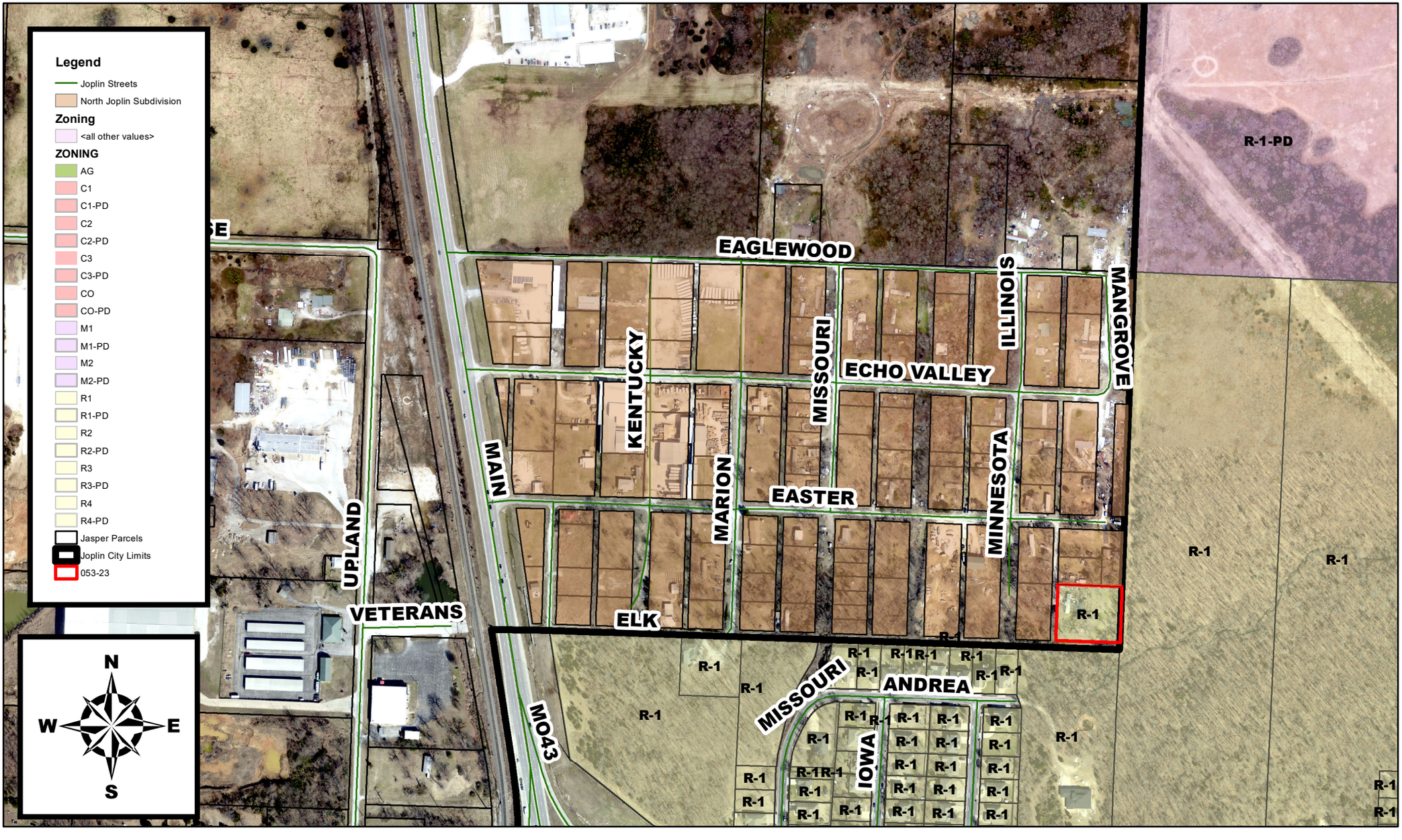
MMENTS

Case 053-23: Deannexation



3031 N Arizona Ave – Deannexation - A request to Deannex property from the Corporate Limits of the City of Joplin - City of Joplin

Case 053-23: Deannexation



3031 N Arizona Ave - Deannexation - A reqiest to Deannex property from the Corporate Limits of the City of Joplin - City of Joplin

0 145 290 580 870 1,160 Feet

P & Z Case 053-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-250 ORDINANCE NO.

AN ORDINANCE approving the deannexation by the Council of the City of Joplin, Missouri, of property generally located at 3031 N Arizona Ave.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting deannexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, the proposed deannexation has been brought within five years of the date of the annexation ordinance.

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said deannexation; and,

WHEREAS, having held a Public Hearing concerning the proposed deannexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the deannexation is reasonable and necessary to the proper development of the City of Joplin; and,

WHEREAS, having received no written objections to the proposed deannexation within fourteen (14) days after the Public Hearing.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the following described tract of land be and the same is hereby deannexed from the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All of Lots Numbered Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), in North Joplin Addition located on the North Half (N ½) of the Southwest Quarter (SW ¼) of Section Twenty-Six (26), Township Twenty-Eight (28), Range Thirty-Three (33), Jasper County, Missouri.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-104 – Agreement for Professional Services and Work Authorization with Allgeier Martin and Associates Inc., for Professional Engineering Consulting Services for the Miscellaneous Wastewater Treatment Plant Improvements 2024.

MEETING DATE
January 16th, 2024

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2024-104 Ordinance, Agreement, Work Authorization

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; Assistant City Manager, Tony Robyn; City Attorney, Peter Edwards; City Manager, Nicholas Edwards

SUMMARY
This Council Bill will approve an Agreement for Professional Services and a Work Authorization between the City of Joplin and Allgeier Martin and Associates Inc., to provide professional engineering consulting services in the not to exceed amount of Ninety-Five Thousand and 00/100 dollars ($95,000.00) for the Miscellaneous Wastewater Treatment Plant Improvements 2024.

BACKGROUND
During the 2024 budget process, nine (9) small projects were identified at both the Turkey Creek Wastewater Treatment Facility and the Shoal Creek Wastewater Treatment Facility that would address infrastructure rehabilitation or replacement and safety concerns in FY2024. These projects include: replacement of decant valves, gravity belt thickener end section, snail pit flow control sluice gate and east sludge thickener at Shoal Creek. Repair west sludge thickener at Shoal Creek. Repair and replace methane gas piping a Shoal Creek. Cover UV effluent channel at Turkey Creek. Replace maintenance building check valves at Turkey Creek. Repair lagoon washout at Turkey Creek.
Allgeier, Martin and Associates, Inc. was selected as the most qualified on-call consultant to provide engineering design and construction oversight services because of their familiarity with the design of both wastewater treatment facilities.

FUNDING SOURCE
Sanitary Sewer

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance dealing with a public improvement, an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, allowing for design services of replacement equipment and repairs at the city's wastewater treatment facilities.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Chris Erisman, P.E. FIRST VICE PRESIDENT	
Department: Public Works		Phone: 417-680-7380	Fax: 417-680-7300
Phone: 417-624-0820 x 1560	Fax: 417-625-4738	2024 ON-CALL CONSULTANT: Allgeier Martin and Assoc., Inc.	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 5th day of January 2024, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A* of any executed Work Authorization.

3. Payment. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. Exchange of Data. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. Personnel. The Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. Termination of Contract.

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. Assignment. The Engineer 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 Engineer 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. 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, though City will attempt to so notify any such assignee.

9. Confidentiality of Documents. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. Discrimination. The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Occupational License: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. Compliance with Laws. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. 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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. Nonresident/Foreign Contractors. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer 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 351.572 RSMo.

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.

15. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. City Benefits. The Engineer 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.

17. Liability and Indemnity. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer 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.

18. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. 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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. 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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

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, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: 01/05/2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x 1560	Fax: 417-625-4738	Project: Miscellaneous WWTP Improvements 2024	

WORK AUTHORIZATION NUMBER __AMA-OC-024-001__
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A*.

2. Addition to Services. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-023-023 exceed the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer 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 Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question 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, Joplin, MO 64801; 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 Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2023, 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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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. Engineer 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 attorney's fees of Engineer, its employees, officers or agents. Engineer 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 Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require 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.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work 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.

g. 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 Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer'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.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

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, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 01/05/2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-024-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Miscellaneous WWTP Improvements 2024)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase, and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacement of decant valves in Shoal Creek AD2 and AD3
1.1.3.2 Replacement of gravity belt thickener end section at Shoal Creek
1.1.3.3 Repairs and replacement of methane gas piping at Shoal Creek
1.1.3.4 Cover UV effluent channel at Turkey Creek
1.1.3.5 Repair lagoon washout at Turkey Creek
1.1.3.6 Replace flow control sluice gate at Shoal Creek snail pit
1.1.3.7 Replace maintenance building check valves at Turkey Creek
1.1.3.8 Replace east sludge thickener at Shoal Creek
1.1.3.9 Repair west sludge thickener at Shoal Creek

1.1.3.9 Design of improvements for integration at the existing facilities.

1.1.3.10 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.11 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part-time with an estimated construction duration of 1 year.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an

evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and

schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the

execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2024-2026"; with a total compensation ceiling of $105,000 as set forth in Work Authorization Number AMA–OC-024-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$50,000
Bidding and Construction Phase Engineering Services	$25,000
Resident Project Representation Services	$30,000
Total Estimated Maximum Fee – All Services	$105,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2024-2026

LABOR RATES

Classification	Hourly Billing Rate 01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	$289	$302	$316
Principal/Engineer V	$257	$269	$281
Principal/Engineer IV	$233	$243	$254
Principal/Engineer III	$215	$224	$234
Project Manager/Engineer II	$190	$199	$208
Project Manager/Engineer I	$173	$181	$189
Technician IV	$157	$164	$172
Technician III/GIS Specialist	$157	$164	$172
Technician III	$133	$139	$145
Technician II	$119	$125	$130
Technician I	$112	$118	$123
Two-Man GPS Survey Crew	$220	$230	$241
One-Man GPS Survey Crew	$173	$181	$189
Three-Man Survey Crew	$240	$251	$262
Two-Man Survey Crew	$190	$199	$208
Registered Land Surveyor II	$203	$212	$222
Registered Land Surveyor I	$179	$187	$195
Survey Crew Member	$91	$95	$99
Right of Way Specialist	$139	$145	$152
Project Representative III	$133	$139	$145
Project Representative II	$119	$125	$130
Project Representative I	$110	$115	$120
Secretary/Assistant	$91	$95	$99
Print Specialist	$91	$95	$99

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2024-104 **ORDINANCE NO**

AN ORDINANCE approving an agreement and work authorization with Allgeier Martin and Associates Inc. in the not to exceed amount of Ninety-Five Thousand and 00/100 dollars ($95,000.00) for engineering services associated with the Joplin WWTP Improvements 2024 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said agreement and work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Five Thousand and 00/100 dollars ($95,000.00), for engineering services associated with the Joplin WWTP Improvements 2024 on behalf of the City of Joplin; a true and accurate copy of said agreement and work authorization being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement and work authorization, or agreement and work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically allowing for design services of replacement equipment and repairs at the city's wastewater treatment facilities.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2024-104

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-105: AN ORDINANCE approving a Purchase Order to be issued to MagneGrip® for the purchase and installation of a MagneGrip® Diesel Exhaust Extraction System for removal of vehicle and apparatus exhaust emissions.

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Central Garage

ATTACHMENTS
CB2024--105 Ordinance; Exhibit A: Equipment Purchase and Demolition Payment Quotation; and system images

REVIEWED BY
Assistant City Manager: Tony Robyn; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with MagneGrip® for the purchase and installation of a MagneGrip® Diesel Exhaust Extraction System and approves issuance of a purchase order for same.

BACKGROUND
The existing Central Garage exhaust capture system is an original 1980 belt driven piece of equipment. The system has been repeatedly repaired for many years and has ultimately failed, resulting in unsafe working conditions. The associated underfloor ducting is old technology and has collapsed in multiple locations becoming a safety issue resulting in poor capture and ventilation of vehicle exhaust fumes. The new system utilizes modern above-floor ducting. The replacement system came in under budget and utilized the State of Missouri HGACBuy Cooperative Purchasing Program pricing, an approved competitive bidding procedure for municipalities.

FUNDING SOURCE
Currently, this item is a budgeted expense in the Central Garage Facility Improvements
Acct #505-7870-500-8015.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis; That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance approves the contractor to start work immediately in order to quickly replace this operational safety system.

DATE: December 18, 2023

PROPOSAL FOR: Joplin Central Garage
1301 West 2nd Street
Joplin, MO 64801

ATTENTION: Tony Robyn, Assistant City Manager

REF: HGAC Contract No. FL03-21

PROJECT SCOPE: Provide and Install a MagneGrip® Diesel Exhaust Extraction System for removal of apparatus exhaust emissions.

EQUIPMENT & MATERIALS, DEMO, & LABOR PRICE:

Nine Drop MagneGrip® Hose Reel Exhaust System
Package Includes:

- (8) 500430-53 5" x 30' Hose Reel
- (1) 500700-01 Swing Arm 6" x 10' with Hood for Welding Area
- (2) 600372-01 AirHAWK 265 Portable Air Purification Units
- (5) 500100-02 MagneGrip® Fan, 1HP-3PH rated at 550 CFM at 6" SP
- (5) 540500-01 On/Off Panel 1HP-1PH
- (5) 500152-01 6" Rain Cap
- (1) CF363-5 MagneGrip® Fan, 5HP-3PH rated at 3300 CFM at 6" SP
- (1) 540505-02 On/Off Panel 5HP-3PH
- (1) 500157-12 12" Up-blast Back Draft Damper Type Rain Cap
- (1) 500510-01 Top Stack Cane
- Class 2 Spiral Duct, Fittings, and Hangers
- Shipping to Job Site
- Equipment is 100% American Made by an ISO9001-2015 Company
- Women's Business Enterprise (WBE)
- Women's Owned Small Business (WOSB) Certified

EQUIPMENT PRICE.....$61,320.00

Demolition of Existing Systems
PRICE.....$4,095.00

Labor to Install Systems
LABOR PRICE.....$51,595.00

TERMS:

- One MagneGrip® Tailpipe Adapter and installation is included with each hose drop assembly. All vehicles that require Tailpipe Adapters must be made available to MagneGrip technicians at the time of system installation. Additional adapters upon request. Call for pricing.
- MagneGrip provides wall penetration only for exhaust duct, if required. Roof penetrations, flashing, curbing and sealing will be at the customer's expense.
- Pricing includes standard permits and business licensing fees, if required. Price does not include any state, sales, or special taxes, engineered stamped drawings or services, seismic engineering, or electrical/structural load calculations.
- Electrical subpanels and modifications required to bring service to code are excluded if required unless otherwise indicated in the proposal.
- Upon approval, please submit a signed copy of this proposal and a tax exemption certificate. Projects are invoiced per station upon shipment of equipment. Payment is due upon completion of the project.
- Proposal is valid for 90 days.

HGAC Contract No. FL03-21

(Joplin MO Central Parking Garage Proposal 12-20-23)

SUBMITTED BY:

Jillian Beveridge
Regional Sales Manager

Cell: 913-225-4035
Email: jbeveridge@magnegrip.com

ACCEPTED BY:

Company: _____

Authorized Signature: _____

Print: _____ Title: _____

PO#, If Required: _____ Date: _____

MAINTENANCE SHOPS FLEET GARAGES

TRUCK / BUS / RV REPAIR FACILITIES

VOCATIONAL WORKSHOPS

MagneGrip Group

EXHAUST REMOVAL and AIR PURIFICATION SYSTEMS





ELIMINATE DIESEL SOOT AND GASES

"DON'T BREATHE CANCER-CAUSING EXHAUST FUMES"

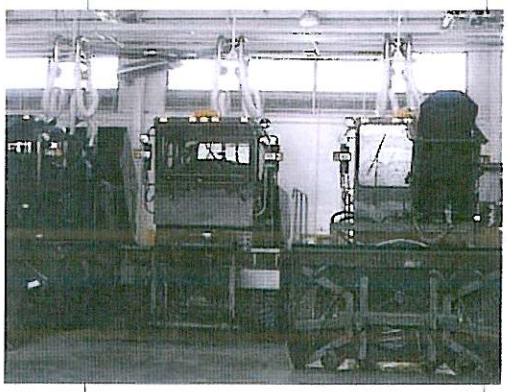
MagneGrip Group



Toxic gases contaminate the air

Soot particles cling to walls and clothing, and are absorbed by the skin. The EPA states there are more than 40 hazardous pollutants in diesel exhaust emissions—some ***known to cause cancer*** in humans. Also, exhaust fume may contribute to other conditions such as inflammatory respiratory diseases and cardiovascular disorders.

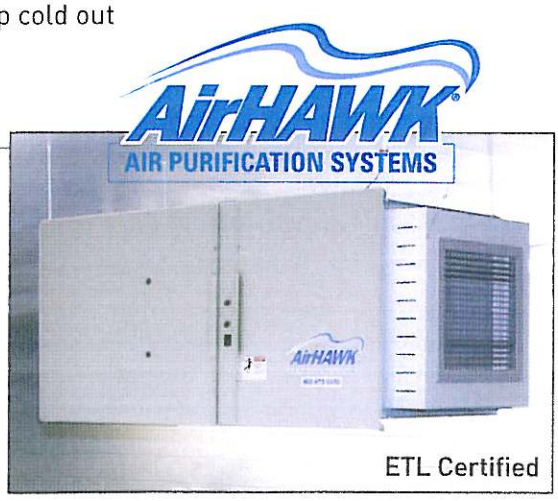
MagneGrip Exhaust Removal Systems connect to vehicles/equipment exhaust pipes or stacks to prevent exhaust fume escaping into the facility. Connected to the system, vehicles/equipment can operate inside and dangerous exhaust fume will not contaminate the air.



HEALTHIER WORK ENVIRONMENT

- Connects quickly and easily
- No fumes escape into work area
- Keeps soot off walls, clothing, skin
- Shop stays cleaner, smells better
- Protects employees from diesel contaminants
- Reduces cancer and respiratory illness risks.
- Lights stay clean, technicians see better
- Close doors in winter to keep cold out

Air Purification Air cleaning units are ceiling mounted to remove toxic gases, soot particles, mold spores, viruses and other airborne contaminants. They remove or neutralize contaminants and return purified air into the facility. **Combination system:** Air cleaning units can be combined with hose-type exhaust removal.



MEETS OR EXCEEDS ALL REGULATORY STANDARDS: OSHA, NIOSH, EPA, ASHRAE, NFPA.

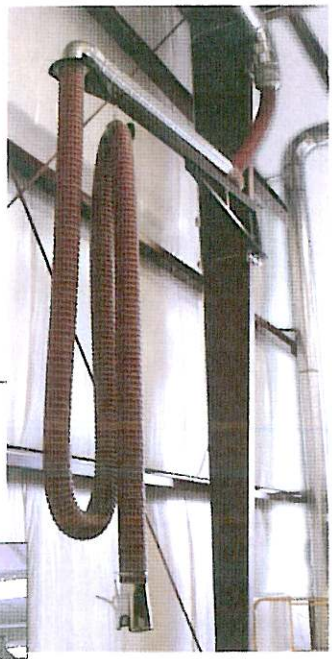
UNITS AVAILABLE FOR EVERY APPLICATION

Airports ▪ Auto Body Shops ▪ Automotive Plants ▪ Bus Terminals ▪ Computer Rooms ▪ Conference Facilities ▪ EMS Facilities ▪ Factories ▪ Fire Departments ▪ Garages ▪ Hospitals ▪ Inside Loading Docks ▪ Laboratories ▪ Locker Rooms ▪ Maintenance Facilities ▪ Manufacturing Facilities ▪ Office Buildings ▪ Printing Facilities ▪ Recreation Centers ▪ Sanding/Grinding Shops ▪ Sports Arenas ▪ Veterinary Clinics ▪ Woodworking Shops



Attaches to all types of vehicles

OTR Trucks, Delivery Vans, Buses, Off-Road Heavy Equipment, Farm Equipment, etc.



For large installations, multiple hose drops connect to a central duct system. Hoses can also be mounted on aluminum tracks and positioned to fit any parking or work station configuration.

OPTIONAL EQUIPMENT

Pivotal-arm Extension Arm swivels to move hose to best position. Steel construction arm is available in different lengths and diameters, and with flexible-joint options.



Hose Reels Holds the flexible exhaust hose above vehicle parking area. Motor operated or spring retractable: Several styles and options available. High temperature hoses to 2000 + degrees.



High Efficiency Fans AMCA construction-standard fans have spark-resistant curved blades for maximum efficiency. Totally enclosed self-lubricating motor operates automatically.

Inline Particulate Filter GREEN OPTION. Positions in exhaust removal ductwork to capture carbon particles before discharging outside. Factory assembled. Aluminized steel housing.



MagneGrip Group



Stack Adapter Makes Connecting Easy

Connecting to the exhaust removal system is easy with MagneGrip's lightweight Stack Adapter. It fits all stacks—whether straight, angled at 45 degrees or at 90 degrees.

- Weighs only 19 pounds—easy to position
- Made of durable aluminum construction
- Three handles make lifting easy
- Eliminates employees climbing ladders
- Will not scratch chrome exhaust stacks
- Reaches exhaust stacks 13 ft. and higher

SOLUTION FOR BLOWING OUT TURBO OIL

Make quick work out of a messy job! Place the MagneGrip Stack Adapter on the exhaust stack with a container under the bottom end of the adapter. In that way, the turbo oil blows through the Stack Adapter and into the receiving container. When finished, simply rinse out the Stack Adapter.

FREE SYSTEM DESIGN & COST ESTIMATE

CALL TODAY: 800-875-5440

www.magnegrip.com / Custom Systems

info@magnegrip.com

MagneGrip Group

EXHAUST REMOVAL and AIR PURIFICATION SYSTEMS

MADE IN USA

ISO 9001:2008 CERTIFIED

GSA Contract Holder GS-07F-0472W

AirHAWK®

AIR PURIFICATION SYSTEMS

BREATHE CLEAN AIR

WITHOUT PARTICULATES, TOXIC GASES, MICROBES AND VIRUSES







Protect First Responders' Health

When fighting fire, first responders protect themselves from toxins, soot, gases and fumes to avoid long term health concerns. In the firehouse, shouldn't they be protected against particulates and airborne viruses, bacteria and mold spores as well as toxins, soot, gases and fumes?

NFPA, EPA, NIOSH and most mechanical codes warn that diesel exhaust can cause serious health problems including cancer. The World Health Organization has classified diesel exhaust as a known carcinogen.

Diesel exhaust emissions have a mixture of different gases and some require special filtration materials for their removal. AirHAWK Air Purification Systems draw vehicle exhaust pollutants out of the air, trapping (or neutralizing) gases and particulates and then returning clean air to the facility.

The AirHAWK filtration process was developed by Sandia Laboratories and the National Renewable Energy Laboratory. This advanced technology, used by the US Department of Defense for destroying toxic organic compounds, is part of AirHAWK Air Purification Systems' units.



AirHAWK is your best choice

For fire/EMS facilities, most air cleaning systems remove particulates and some gas-phase pollutants that are released in diesel exhaust. AirHAWK offers the only system with the additional protection of Photo-Catalytic Oxidation and Ultraviolet Radiation to destroy toxic organic compounds (VOCs) and microbes. AirHAWK'S four-stage filtration process demonstrates why its air cleaning and purification performance is superior to all other systems.

30+ Years in Airflow Engineering Design

Unit placement and design of the air circulation pattern are critical to air purification and circulation effectiveness. The AirHAWK engineering team has more than 30 years of airflow design expertise. For each application, AirHAWK designs an effective air circulation pattern that provides continuous air purification and coverage for an entire area or facility.

No hoses, no hook ups, fully automatic

In the bay area, AirHAWK Air Purification Systems are ceiling mounted to avoid safety hazards. Hoses are not used and no vehicle or building modifications are needed. AirHAWK units are automatic and operate hands-free with no personnel interaction.

Meets or Exceeds Regulatory Standards

AirHAWK units meet or exceed the regulatory standards of NFPA, OASH, NIOSH, EPA and ASHRAE. AirHAWK is Assistance to Firefighters Grant compliant.

AirHAWK 3000 XL

Using the best technology available, energy-efficient AirHAWK 3000 XL removes more contaminants and disease-causing compounds than other air purification systems.



AirHAWK 3000 XL

LIMITED LIFETIME WARRANTY

Polluted air passes through AirHAWK 3000 XL's four-stage filtration process to remove harmful substances, such as particulates, toxic gases and other airborne contaminants. UV lamps kill viruses, bacteria and mold spores. Clean, purified air is then evenly dispersed back into the facility.

AirHAWK 2000 and AirHAWK 2000H units are also available.

Best Technology Features

- AirHAWK 3000 XL units are ETL certified to the UL 5-7 Standard and Canada Standard CSA C22.2.
- High efficiency blower motors: 1 hp PSC 208-230V or 1.75 hp ECM motor; 115/208-230V. Airflow: 2740/3000 CFM.
- Manual and remote activation features.
- System activation methods: Photo-Eye Sensors, Door Switches, Door Flags, CO/NO2 Sensors, Onboard Transmitters and other Custom Methods.
- Standard and Advanced Control panels for automatic operation.
- Illuminated "in operation" light and a separate indicator for filter replacement.
- 2-speed, 24/7 on-demand run capacity.
- Low amperage for low-cost efficiency.
- Ceiling-mounted.
- Meets or exceeds all regulatory standards: OSHA, NIOSH, EPA, ASHRAE.
- Also available:
  - AirHAWK 2000-H with .75 hp motor, 115V, 2000 CFM.
  - AirHAWK 2000 with 1 hp motor, 230V, 2740 CFM.

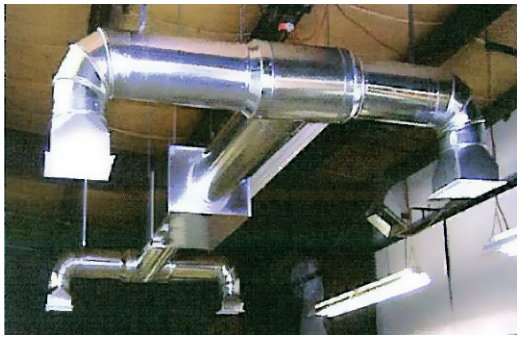


AirHAWK AH 1000



AIRHAWK AH 1000

The AH 1000 unit is independent of your existing HVAC system. The unit can be equipped with a decorative supply grille for surface mounting (below the ceiling). For areas where aesthetics are important the unit can be installed above a ceiling with supply and return grilles – virtually out of sight. Either method will provide for a cleaner and healthier environment for your personnel. UV technology kills diseases, mold spores, bacteria, and viruses to eliminate the spread of germs from one person to another. The AH 1000 has air changes up to 10 times an hour. Most HVAC systems change the air only one or two times an hour and offer no protection against germs.



TWO-YEAR WARRANTY ON PARTS

Does not include UV lamps or filters.

Best Technology Features

- AirHAWK AH 1000 is fitted to any room with a suspended ceiling using hard or flexible ductwork.
- Surface or wall mounted.
- The system can often accommodate adjoining rooms.
- Removes particulates, viruses, mold spores, bacteria, gases, odors, etc., and returns clean, purified air.
- Chassis is 18-guage galvanized steel.
- Motor and blower are 115 volts.
- Provides super quiet operation.
- Meets or exceeds all regulatory standards: OSHA, NIOSH, EPA, ASHRAE.

AirHAWK 265

AirHAWK AH 265 units are portable and free-standing and have the same filtration features and high level of particulate and germicidal protection as AirHAWK Air Purification Systems' larger units. AirHAWK AH 265 incorporates Photo-Catalytic Oxidation to convert toxic compounds, even carbon monoxide and nitrous oxide, into benign constituents such as carbon dioxide and water. The AH 265 has computerized controls with four modes of operation and seven-room sizes to ensure energy efficiency. A sensor detects toxic chemical fumes, high particulate counts, and gas leaks.



Best Technology Features

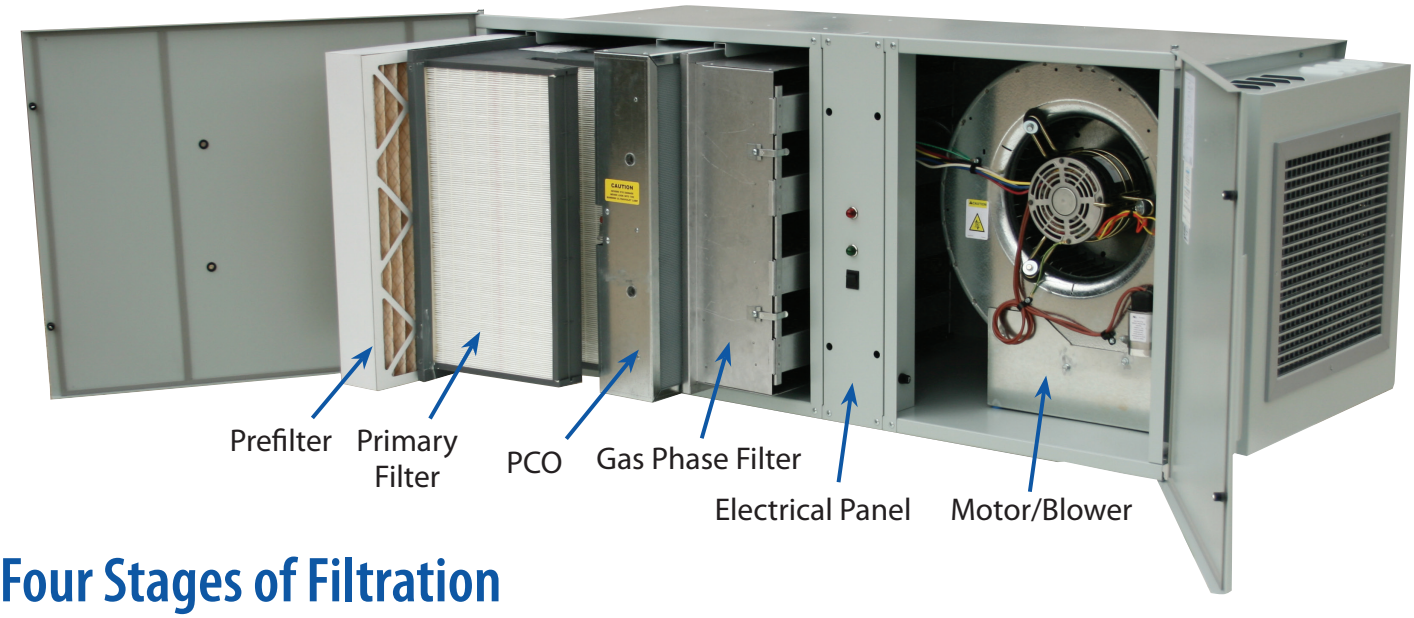
- Inlet and outlet grills with safety locks.
- Prefilter cleans air of particles larger than 5 microns.
- Two gas absorption layers remove toxic chemical and gases.
- Hospital grade filter removes allergens: pollen, mold, fungal spores, etc.
- Quiet, reversed-curved, motorized impeller with sealed ball bearings.
- Construction is high-impact ABS plastic.
- High output germicidal UV lamp kills viruses and bacteria.

TWO-YEAR WARRANTY ON PARTS

Does not include UV lamps or filters.

AirHAWK Has "Best Technology" Filtration

AirHAWK Air Purification Systems have a progressive filtration process that guarantees the highest level of pollution removal. With the most advanced air filtration available, each unit provides four stages of filtration with our unique, patented Photo-Catalytic Oxidation (PCO) process.



Four Stages of Filtration

1. **Prefilter:** Hazardous exhaust emissions are drawn into the AirHAWK filtration unit by the motor blower assembly. A pleated filter removes diesel exhaust particulate and is rated class 2, UL Standard 900.

2. **Primary Filter:** High-efficiency particulate (HEPA) filter has pleated, micro fiberglass media for high-capacity performance. Thermoplastic separators provide consistent spacing to ensure aerodynamic airflow.

3. **Photo-Catalytic Oxidizer (PCO):** Containing both ultraviolet lamps and a patented, specially coated grid, PCO helps protect against microbes, mold spores, organic compounds and viral germs. Available on AirHAWK 3000 XL model.

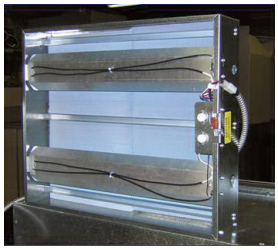


Photo-Catalytic Oxidizer

4. **Gas-Phase Filter:** As the air reaches the gas-phase filter, the active carbon filter traps and absorbs volatile organic compounds (VOCs) to remove them from a facility's breathing area.



Control Panel

Standard Control Panel has these features: Automatic on/off, Manual Run / Manual Stop, Adjustable Timer, LED Display, Remote Activation.

Advanced or Custom Panel includes all Standard Control Panel features, plus: Email Alerts, Maintenance Notification, CO / NO2 Audible and Strobe Light Warning, Continuous Run 24/7 and On Demand Run, Remote Fan Operation and other Custom Features.

Whole Bay Air Cleaning Systems



AirHAWK + MagneGrip = Maximum Protection

Fire departments and municipalities throughout the country are taking a hard look at the overwhelming statistics and warnings about firefighter and EMT health and how vehicle exhaust emissions increase cancer risk. Many fire departments are addressing the problem by combining two state-of-the-art systems from one company—MagneGrip Group—to ensure that their firefighter/EMTs have maximum protection.

MagneGrip Group is the only company that manufactures both source-capture exhaust removal systems (MagneGrip) using hose-and-nozzle that connect to the apparatus tailpipe, and air purification systems (AirHAWK) filtration units that suspend from the ceiling.

MagneGrip® EXHAUST REMOVAL SYSTEMS

AirHAWK® AIR PURIFICATION SYSTEMS

This combination provides the most complete protection from engine diesel exhaust, off-gases from equipment and turnout gear used at the fire scene, toxic air blown in from the tarmac, and airborne contamination. This combination system provides greater liability protection for municipalities—and it best fits the intent of FEMA and NFPA recommendations.

Let us show you why more Fire Departments are choosing AirHAWK Air Purification Systems.

Proud Sponsor of Fire Fighter Cancer Foundation

MagneGrip Group

A DIVISION OF CLEAN AIR CONCEPTS

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ISO 9001:2015 Certified | WBE/WOSB Certified

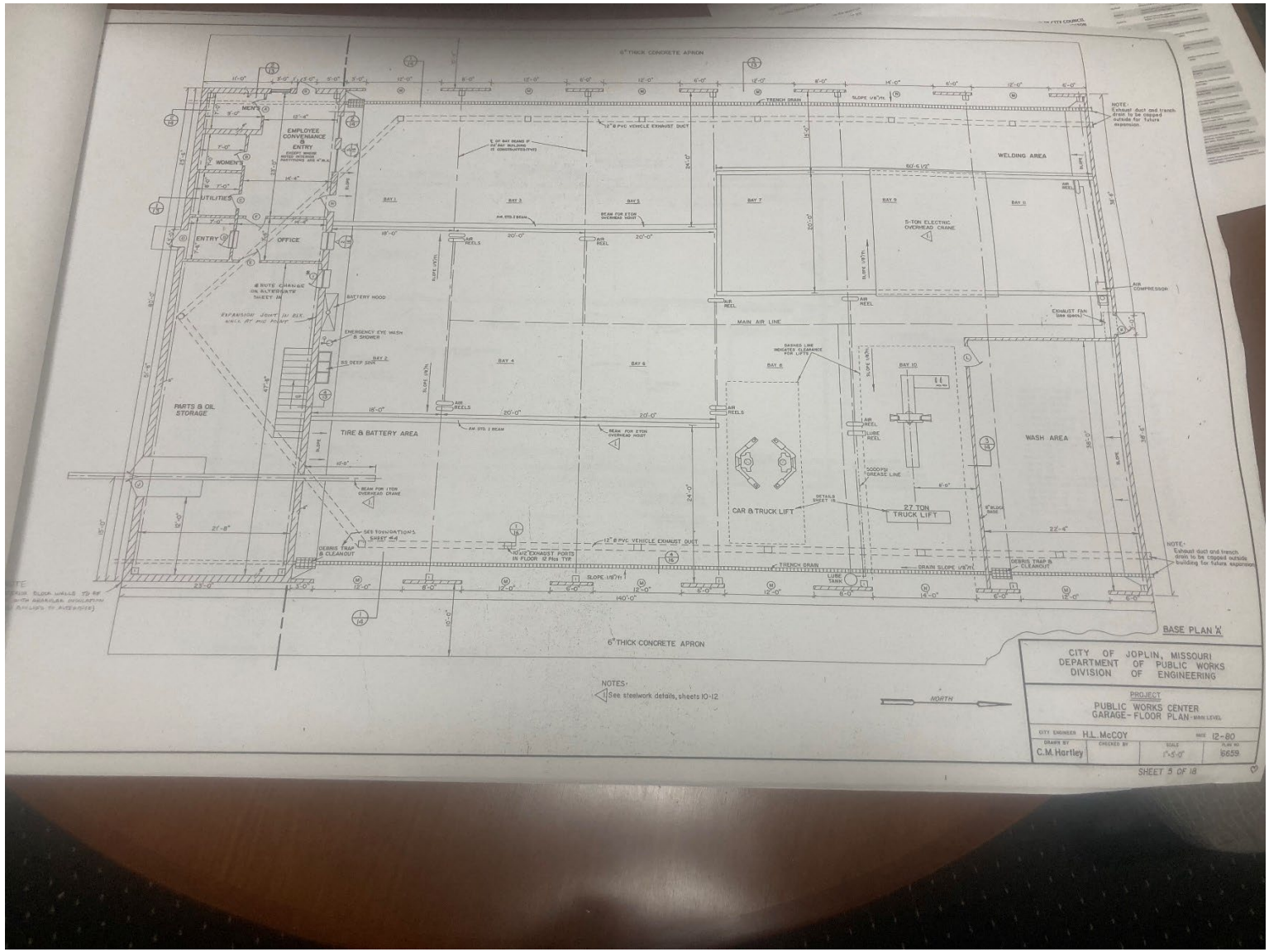
MADE IN USA

Replace Current 1980 Air Filtration System




AUTHORIZED
PERSONNEL
ONLY
BEYOND
THIS POINT
2


Spilfyter


6" THICK CONCRETE APRON
MEN'S
EMPLOYEE CONVENIANCE & ENTRY
WOMEN'S
UTILITIES
ENTRY
OFFICE
PARTS & OIL STORAGE
TIRE & BATTERY AREA
WELDING AREA
WASH AREA
CAR & TRUCK LIFT
27 TON TRUCK LIFT
5-TON ELECTRIC OVERHEAD CRANE
MAIN AIR LINE
AIR COMPRESSOR
EXHAUST FAN
TRENCH DRAIN
12"ø PVC VEHICLE EXHAUST DUCT
10"ø EXHAUST PORTS IN FLOOR @ Pos TYP
DEBRIS TRAP & CLEANOUT
LUBE TANK
5000PSI GREASE LINE
BATTERY HOOD
EMERGENCY EYE WASH & SHOWER
SS DEEP SINK
BEAM FOR 1TON OVERHEAD CRANE
SEE FOUNDATIONS SHEET #4
NOTE: Exhaust duct and trench drain to be capped outside for future expansion
NOTES: See steelwork details, sheets 10-12
NORTH
BASE PLAN 'A'
CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
PROJECT
PUBLIC WORKS CENTER
GARAGE - FLOOR PLAN - MAIN LEVEL
CITY ENGINEER H.L. McCOY
DATE 12-80
DRAWN BY C.M. Hartley
CHECKED BY
SCALE 1"-5'-0"
PLAN NO 8659
SHEET 5 OF 18

COUNCIL BILL NO. 2024-105 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to MagneGrip for the purchase and installation of a MagneGrip® Diesel Exhaust Extraction System for removal of vehicle and apparatus exhaust emissions, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Council Bill No. 2023-158 on October 16, 2023; and containing an emergency clause.

WHEREAS, in the FY2023-2024 budget process, Council approved and budgeted funds to cover the replacement of a failed vehicle and equipment exhaust capturing system for the Central Garage.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That a Purchase Order issued to MagneGrip for the amount of One Hundred Seventeen Thousand, and Ten Dollars ($117,010.00), covering the purchase and installation of the new system, and the demolition and disposal fees of the old system, be and the same is, hereby approved.

Section 2. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance approves the contractor to start work immediately in order to quickly replace this operational safety system.
.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-501 – Authorizes submittal to the electors of the City of Joplin, at a Special Election on Tuesday, April 2, 2024, the question of whether the City shall extend a Capital Improvement Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of twelve (12) years for the purpose of funding capital improvements.

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-501 Ordinance; Exhibit "A" Final Capital Improvement Project List; Exhibit "B" Overall Capital Improvement Prioritization List

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill calls for an election to place the renewal of the three eighths ($3/8^{th}$) cent capital improvement sales tax, called "Proposition Progress", before the voters on April 2, 2024.

BACKGROUND
In 2004, the voters of the City of Joplin approved a three-eighths ($3/8^{th}$) cent capital improvements sales tax with a ten-year sunset to fund major transportation improvements and other capital improvements. The tax was renewed by the voters of Joplin in 2014 to complete a new set of capital improvements. The current tax will sunset on December 31, 2024. This sales tax is the only revenue source available to fund large capital improvements, including major transportation improvements.

Following the past framework, the City Council appointed a citizens task force to review the narrowed down list of proposed capital improvement projects in December of 2023. The unfunded needs list totaled approximately $263 million in various projects. After discussion by the City Council and Committee, it was determined to present to the voters a twelve-year renewal in order to complete the top priority projects. After the committee and council reviewed the projects, the final overall project prioritization is shown in the attached Exhibit "B" list.

Based upon the projected twelve-year revenue of about $95.1 million, the Final Capital Improvement Project List is attached as Exhibit "A" to advance to the voters for this twelve-year cycle. In the event that additional revenue is generated through grants, cost-sharing opportunities or additional sales tax, and/or expenditures are less than projected, the Final Overall Capital Improvement Prioritization List (Exhibit "B"), along with current needs, will be used as a foundation for possible additional projects.

City Council previously voted to place the renewal of the three-eighths (3/8th) cent capital improvement sales tax for a period of twelve years on the April 2, 2024 ballot. The August ballot, which will be a presidential primary, is the last available election to submit this item as a renewal and ensure an uninterrupted flow of sales tax proceeds. Missouri State Statute allows for a capital improvements sales tax up to one-half (1/2) cent for capital improvement related needs, if approved by voters. If this tax is approved by the voters, it will go into effect on January 1, 2025 and sunset on December 31, 2036.

FUNDING SOURCE

This item is not applicable for an election call.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2024-501 ORDINANCE NO.

AN ORDINANCE submitting to the electors of the City of Joplin, at a Special Election on Tuesday, April 2, 2024, the question of whether the City shall extend a Capital Improvements Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of twelve (12) years for the purpose of funding capital improvements, prescribing a form of Ballot thereof, and containing an emergency clause.

WHEREAS, on August 3, 2004, the electors of the City of Joplin passed a 3/8ths cent Capital Improvements Sales Tax to fund major transportation projects; and,

WHEREAS, on August 5, 2014, the electors of the City of Joplin passed a ten (10) year renewal of the 3/8ths cent Capital Improvements Sales Tax to fund major transportation projects and other capital improvements; and,

WHEREAS, the City of Joplin is desirous of continuing to fund major capital projects within the City with the renewal of the Capital Improvements Sales Tax; and,

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the electors of the City of Joplin at a Special Election to be held in the City on April 2, 2024, the question of whether or not to extend a Capital Improvements Sales Tax of three-eighths (3/8ths) of one percent (1%) for a period of twelve (12) years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN,

MISSOURI, as follows:

Section 1. That there be submitted to the qualified electors of the City of Joplin, Missouri, at a Special Election to be held in said City on the 2nd day of April, 2024, the following question concerning whether the City of Joplin shall extend a Capital Improvements Sales Tax, pursuant to the provisions of V.A.M.S. §94.577, et. seq., said question to be as follows:

> "SHALL THE CITY OF JOPLIN, MISSOURI, EXTEND A SALES TAX OF THREE-EIGHTHS (3/8ths) OF ONE PERCENT (1%) FOR A PERIOD OF TWELVE (12) YEARS FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS?
>
> If passed, the continued sales tax would commence at 12:01 a.m. on the first day of January, 2025."

Section 2. That said election shall be governed in all things by the provisions of the statutes of Missouri and the Charter and Ordinances of the City of Joplin, Missouri, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this Ordinance; that said election shall be held at the respective voting districts of said City as

set out in a Notice to be published by the County Clerks of Newton and Jasper County, Missouri, according to law. Said Notice shall include the questions to be submitted as set forth herein, to be published by the County Clerks of Newton and Jasper Counties, in papers of general circulation in Newton and Jasper Counties, Missouri, the publications of which to occur in accordance with Missouri law.

Section 3. That the City Clerk shall prepare and execute the form of the Notice of said election and shall transmit the same to the County Clerks of Newton and Jasper Counties, and request that they conduct said election as required by law.

Section 4. That the ballot shall be in substantially the following form:

. . . . . .

"OFFICIAL BALLOT

Election - Tuesday, April 2, 2024

PROPOSITION "PROGRESS"

"SHALL THE CITY OF JOPLIN, MISSOURI, EXTEND A SALES TAX OF THREE-EIGHTHS (3/8ths) OF ONE PERCENT (1%) FOR A PERIOD OF TWELVE (12) YEARS FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS?

Yes. ← —

No. ← —

Instructions to Voters

TO vote IN FAVOR OF the proposition, complete the arrow next to the word "YES".

TO vote AGAINST the proposition, complete the arrow next to the word "NO". "

If passed, the continued sales tax would commence at 12:01 a. m., on the first day of January, 2025."

Section 5. That the City Clerk shall canvas the results of the election as verified by the Newton and Jasper County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 6. That, if passed by the electors of the City of Joplin, this 3/8ths of one percent sales tax will be effective at 12:01 a.m., on the 1st day of January, 2025.

Section 7. That this Ordinance, being an Ordinance submitting a proposition to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

CITY OF JOPLIN
FINAL CAPITAL IMPROVEMENT PROJECT LIST
9-Jan-24

PROJ NO	PROJECT DESCRIPTION	PROJECT TYPE	PROJECT EST. COST
A	Street Surface Repair	Street Improvements	$ 10,000,000
B	Intersection Improvements	Intersection Improvements	$ 2,500,000
C	ADA Citywide Sidewalks	Multi-Use/Sidewalk Improvements	$ 7,500,000
D	Neighborhood Transportation Improvements	Multi-Use/Sidewalk Improvements	$ 1,000,000
E	Pennsylvania Viaduct Removal	Bridge/Street Improvements	$ 4,800,000
F	New Citywide Sidewalks	Multi-Use/Sidewalk Improvements	$ 1,500,000
G	Bridge Maintenance	Bridge Improvements	$ 1,500,000
H	City Building Maintenance	Facility Improvements	$ 4,000,000
I	Traffic Signal Updates	Traffic Signal Improvements	$ 2,500,000
J	7th Street:City-owned Sidewalks	Multi-Use/Sidewalk Improvements	$ 2,000,000
K	Newman Road:Turkey Creek Bridge Rehab	Bridge Improvements	$ 4,950,000
L	Economic Development/Water Supply	Economic Development	$ 2,500,000
1	Willow Branch	Stormwater Improvements	$ 12,260,000
2	I44 Culvert	Stormwater Improvements	$ 10,000,000
3	St Louis:Campbell to Broadway	Street Improvements	$ 9,720,000
4	15th Street Murphy/Delaware Intersection	Intersection Improvements	$ 2,800,000
5	Davis Blvd:32nd to 20th	Street Improvements	$ 10,330,000
6	20th Street:Schifferdecker to Central City	Street Improvements	$ 3,000,000
8	Maiden Lane at Perkins Ave to Murphy	Street Improvements	$ 1,520,000
9	7th Street & Illinois Intersection	Intersection Improvements	$ 500,000
	GRAND TOTAL		**$ 94,880,000**

EXHIBIT "B"

CITY OF JOPLIN
FINAL OVERALL CAPITAL IMPROVEMENT PROJECT PRIORITIZATION LIST
9-Jan-24

PROJ NO	PROJECT DESCRIPTION	PROJECT TYPE	PROJECT EST. COST	RUNNING TOTAL
A	Street Surface Repair	Street Improvements	$ 10,000,000	$ 10,000,000
B	Intersection Improvements	Intersection Improvements	$ 2,500,000	$ 12,500,000
C	ADA Citywide Sidewalks	Multi-Use/Sidewalk Improvements	$ 7,500,000	$ 20,000,000
D	Neighborhood Transportation Improvements	Multi-Use/Sidewalk Improvements	$ 1,000,000	$ 21,000,000
E	Pennsylvania Viaduct Removal	Bridge/Street Improvements	$ 4,800,000	$ 25,800,000
F	New Citywide Sidewalks	Multi-Use/Sidewalk Improvements	$ 1,500,000	$ 27,300,000
G	Bridge Maintenance	Bridge Improvements	$ 1,500,000	$ 28,800,000
H	City Building Maintenance	Facility Improvements	$ 4,000,000	$ 32,800,000
I	Traffic Signal Updates	Traffic Signal Improvements	$ 2,500,000	$ 35,300,000
J	7th Street:City-owned Sidewalks	Multi-Use/Sidewalk Improvements	$ 2,000,000	$ 37,300,000
K	Newman Road:Turkey Creek Bridge Rehab	Bridge Improvements	$ 4,950,000	$ 42,250,000
L	Economic Development/Water Supply	Economic Development	$ 2,500,000	$ 44,750,000
1	Willow Branch	Stormwater Improvements	$ 12,260,000	$ 57,010,000
2	I44 Culvert	Stormwater Improvements	$ 10,000,000	$ 67,010,000
3	St Louis:Campbell to Broadway	Street Improvements	$ 9,720,000	$ 76,730,000
4	15th Street Murphy/Delaware Intersection	Intersection Improvements	$ 2,800,000	$ 79,530,000
5	Davis Blvd:32nd to 20th	Street Improvements	$ 10,330,000	$ 89,860,000
6	20th Street:Schifferdecker to Central City	Street Improvements	$ 3,000,000	$ 92,860,000
8	Maiden Lane at Perkins Ave to Murphy	Street Improvements	$ 1,520,000	$ 94,380,000
9	7th Street & Illinois Intersection	Intersection Improvements	$ 500,000	$ 94,880,000
6	20th Street:Central City to State Line Road	Street Improvements	$ 15,750,000	$ 110,630,000
7	Florida Ave:Zora to Turkey Creek Bridge	Street Improvements	$ 7,030,000	$ 117,660,000
10	Downtown Loop	Multi-Use Improvements	$ 5,010,000	$ 122,670,000
11	Fire Station No. 3	Facility Improvements	$ 7,000,000	$ 129,670,000
12	Trail Underpass:32nd & St Johns Blvd	Trail Improvements	$ 2,000,000	$ 131,670,000
13	32nd & McConnell Intersection	Intersection Improvements	$ 1,080,000	$ 132,750,000
14	Gateways, monuments, signs	Facility Improvements	$ 1,000,000	$ 133,750,000
17	Neighborhood Zone Improvements	Multi-Use/Sidewalk/Street Improvements	$ 5,800,000	$ 139,550,000
16	7th Street Intersections	Intersection Improvements	$ 2,000,000	$ 141,550,000
15	7th Street Streetlights	Streetlight Improvements	$ 2,420,000	$ 143,970,000
18	Ewert Park Trail Connection	Trail Improvements	$ 2,680,000	$ 146,650,000
19	Newman Road:Rangeline to Duquesne	Multi-Use/Sidewalk Improvements	$ 2,200,000	$ 148,850,000
20	Lone Elm Road:Murphy to Zora	Street Improvements	$ 11,750,000	$ 160,600,000
21	Katy Trail Development	Trail Improvements	$ 5,200,000	$ 165,800,000
23	Joplin Athletic Complex Improvements	Park Improvements	$ 2,670,000	$ 168,470,000
22	Memorial Hall Repairs	Facility Improvements	$ 30,000,000	$ 198,470,000
24	Zora Street:Main to Schifferdecker	Street Improvements	$ 12,000,000	$ 210,470,000
26	St Louis Ave:Zora to Hwy 171	Street Improvements	$ 20,920,000	$ 231,390,000
25	44th Street:Indiana to Connecticut	Street Improvements	$ 5,000,000	$ 236,390,000
27	Schifferdecker Ave:Belle Center to Zora	Street Improvements	$ 6,630,000	$ 243,020,000
28	Parking Lot Improvements	Facility Improvements	$ 2,100,000	$ 245,120,000
29	McClelland Park Improvements	Park Improvements	$ 4,500,000	$ 249,620,000
31	Schifferdecker Park Improvements	Park Improvements	$ 6,080,000	$ 255,700,000
30	Indiana Ave:32nd to 41st	Street Improvements	$ 5,670,000	$ 261,370,000
32	Duquesne Road:7th to Newman	Multi-Use/Sidewalk Improvements	$ 2,520,000	$ 263,890,000
33	Woodland Loop Trail	Trail Improvements	$ 2,100,000	$ 265,990,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-601 – Approving a contract with Joplin Industrial Electric Company to complete Mercy Park electrical improvements.

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-601 Ordinance; Exhibit "A" Joplin Industrial Electric Company Contract; Exhibit "B" City of Joplin RFP;

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Joplin Industrial Electric Company to complete Mercy Park electrical improvements in the amount of $365,726. The electric improvements are budgeted and funded through two Parks Stormwater ¼ cent Sales Tax Renewal projects, Mercy Park Electrical ($211,066) and Parks Security Lighting ($154,660). The original bid was $398,115 but there is a savings of $32,389 since city staff will be doing the trenching, backfilling, and concrete repair.

BACKGROUND
The electrical improvements to Mercy Park were included as projects in the Parks Stormwater ¼ cent Sales Tax Renewal which was approved by voters in the August 2021 elections. As you are aware, Mercy Park has become very popular for events, but the power supply is insufficient, so by adding outlets to each light pole and additional event panels will make this park complete for any event that is being held. Also, making our parks safer was a high priority based on comments from our citizens during the Parks Master Plan process and the City Manager's Listening Tour. By adding additional lighting around the western loop of the park, and lower bowl area towards the parking lot and restroom facility, will make this park safer for our community to use.

FUNDING SOURCE
Parks Stormwater ¼ cent Sales Tax Renewal budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2024-RFP-02

Mercy Park Electrical Improvements

RFP Due Date: **10:00 A.M., Monday, December 18, 2023**

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Greg Bertoncino, Assistant Director
Email: gbertonc@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposals number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposals.

11/17/2023
Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until ***10:00 a.m., Monday, December 18, 2023,*** at the *Joplin Athletic Complex* located at *3301 West 1st Street*, Joplin, Missouri 64801 to PURCHASE the following:

Scope of Work

The City of Joplin, Missouri is issuing this Request for Proposals (RFP) to provide and install the following.

Electrical improvement(s) and Additional light poles

Please provide and install all event panels, receptacles and additional lighting per specs specified below.

(1) <u>Event Panels</u>

- Two (2) 60" x 36" x 12" event panels installed on 3" GRC and solid galvanized Unistrut racks. Event Panels to include a means to plug in equipment when door is closed.
- Concrete footings for racks.
- 100A, 208A, 3 phase Load centers in each event panel.
- One (1) 100A pin & sleeve, two (2) 50A twist-lock receptacles, two (2) 30A twist-lock receptacles, and six (6) GFCI receptacles in each event panel.
- Conduit and conductors as per national electrical code to existing power panel in restroom building. Please calculate voltage drop for conductors.

(2) <u>Existing Event Panel Upgrade</u>

- West side of restroom building re-fed with a 100A breaker.

(3) <u>Lighting and Receptacles</u>

- Provide a 100-amp, 240-volt service panel powered by an existing meter pedestal for the Mohaska Trail pedestrian crossing. This panel would be located on the north side of the lake approximately eighty (80) feet south of the existing meter pedestal.
- Provide convenience receptacles on **twenty-two (22)** of the existing light poles surrounding the lake. There would be two (2) receptacles per circuit which would allow for roughly 8 amps of electrical load at each location. Device box & cover to be black.
- Provide a new 200-amp, 240-volt service on the north side of the west walking loop to provide power and control for the light poles and receptacles on the west walking loop.
- Provide **twenty-three (23)** new LED light poles to match existing with convenience receptacles on the west walking loop. There would be three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.
- Provide **fifteen (15) new** LED light poles to match existing with convenience receptacles on the walking loop nearest the butterfly art feature. There would be

three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.

- Provide one (1) LED flood lights on each of two (2) light poles that are immediately east and west of the butterfly art feature.

Please list separate from above pricing for all areas within project:

- Trenching, backfill, saw cutting, and concrete sidewalk repair is provided by others.

Please Provide additional pricing to all above if provided by others:

- **Black Dirt over ditch areas**
- **Seed or sod**
- **Liberty Utilities charges for a new meter pedestal**

ADDENDA TO THE RFP AND REQUESTS FOR INFORMATION:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than 5 days prior to close December 11, 2023 via e-mail to gbertonc@joplinmo.org OR pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Mercy Park Electrical Improvements RFP), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

PROPOSAL EVAULATION PROCESS

Proposals, which the City determines in its sole discretion, which are deemed responsive to this RFP, will be reviewed, and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

RESPONSIBILITY AND COSTS

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to
this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

CONTRACT TERMS AND CONDITIONS

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms

and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

EXHIBITS

The following exhibits are referenced in this RFP, incorporated into, and made a part of this RFP:

A. Bid form
B. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

Execution of Agreement

It is anticipated the city will make their selection of a firm by 5 days after close Dec 22, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to firm and shall simultaneously provide any required bonds, indemnities, and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

1. The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct an evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

2. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

Mercy Park Electrical Improvements

Specifications and bid forms are available from **Greg Bertoncino or Paul Bloomberg, by calling 417-625-4750** 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.

Finance Director

Leslie Haase

Publication Date: Friday, Nov 17, 2023

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

Electrical upgrades and additional light poles.

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of one hundred twenty (120) days following the bid opening.

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

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

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.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

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

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: "Mercy Park Electrical - BID #2024-RFP-02, 10:00 A.M., Monday, December 18, 2023"

Questions concerning the specifications and bidding procedures should be directed to Greg Bertoncino, Asst. Director (417)-625-4750 or Paul Bloomberg, Director 417-625-4750. CITY OF JOPLIN, MISSOURI

SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1) Site familiarizations visit and meeting with Parks and Recreation Director.

2. View Park site, provide input on location considerations taking into account current park activity and potential future developments, relation to utilities, access and parking, pedestrian flow, support facilities, etc., and provide project timeline

3. Installation Plan: Design layout, construction budget, timeline and present to Park and Recreation Director.

4. Contractor shall be responsible for the cost of all permits, sales taxes, and insurance.

5. Contractor must be licensed, bonded, and insured with the City of Joplin.

6. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

7. Contractor must have 10 years verifiable experience and must submit references.

8. Documents and Specifications: Develop construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

9. Construction: Provide oversight and technical expertise during installation of base, installation of poles and wiring and that installation is of a workman like manner.

10. Final Review: Inspect final project with Parks Director, develop and complete final checklist, and turnover construction, as built and operations documents. Provide staff training to ensure proper long-term operations.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

Mercy Park Electrical Improvements

Item	Description	Cost
Event Panels	Two (2) 60" x 36" x 12, Concrete footings, 100A load centers, (1) 100A pin & sleeve, (2) 50A twist lock receptacles, (2) 30A twist lock receptacles, (6) GFCI receptacles in each event panel	
**********	Trenching/backfill, Drawings and seeding/sod	
Lighting and Receptacles	*****	**Cost**
Item 1	Provide a 100 amp, 240 volt service panel powered by an existing meter pedestal for the Mohaska Trail pedestrian crossing. This panel would be located on the north side of the lake approximately eighty (80) feet south of the existing meter pedestal.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	
Item 2	Provide convenience receptacles on **twenty-two (22)** of the existing light poles surrounding the lake. There would be two (2) receptacles per circuit which would allow for roughly 8 amps of electrical load at each location.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others	

Item 3	Provide a new 200-amp, 240-volt service on the north side of the west walking loop to provide power and control for the light poles and receptacles on the west walking loop.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	

Lighting and Receptacles	**Description**	**Cost**
Item 4	Provide **twenty-three (23)** new LED light poles to match existing with convenience receptacles on the west walking loop. There would be three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	
Item 5	Provide **fifteen (15) new** LED light poles to match existing with convenience receptacles on the walking loop nearest the butterfly art feature. There would be three (3) receptacles per circuit which would allow for roughly 5 amps of electrical load at each location.	
**********	Trenching, backfill, saw cutting and concrete sidewalk repair if provided by others.	
Item 6	Provide one (1) LED flood lights on each of two (2) light poles that are immediately east and west of the butterfly art feature.	
**********	**********	**********
Additional Expenses	**Black Dirt over ditch areas** **Seed or sod** **Liberty Utilities charges for a new meter pedestal**	
	Total Project Cost	

MARK BID ENVELOPES: "Mercy Park Electrical - BID #2024-RFP-02, 10:00 A.M., Monday, December 18, 2023"

Park Addresses:
ATHLETIC COMPLEX
3301 W 1ST ST.
JOPLIN MO. 64801

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 Unauthoriz ed 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

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Joplin Industrial Electric Co, Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804
417-623-3425

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal #**2024-RFP-02** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 18, 2023, which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. **Payment**. The City will pay the Consultant in accordance with the rate set forth in the contract documents on file in the Parks Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Consultant '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 Consultant and agreement by both the City and the Consultant that the Consultant 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. The Consultant 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 not to exceed Three Hundred Sixty Five Thousand Seven Hundred Twenty Six Dollars ($365,726.00), said amount being subject to any approved addenda or change order.

4. All information, data, and reports as are existing, available, and necessary for the conducting of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel

required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer

relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of conducting the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, which is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. **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 always maintain adequate insurance coverage 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 – Parks Department, 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, 2023, 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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. Consultant 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 Consultant, its employees, officers or agents. Consultant 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant'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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Consultant'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 Consultant 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 Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant 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 Consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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.

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations

as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2024-RFP-02 BID ITEM DESCRIPTION: Mercy Park Electrical

BID OPENING DEADLING: _____ DEPARTMENT: Parks

REQUISITION NUMBER: _____ DATE & TIME OPENED: Dec. 18, 2023 10:00Am

OPENED BY: _____ WITNESSED BY: MEndicott

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	BID AMOUNT
Joplin Industrial Electric				$398 115.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

COUNCIL BILL NO. 2024-601 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Three Hundred and Sixty-Five Thousand Seven Hundred and Twenty-Six Dollars ($365,726) for Mercy Park Electrical Improvement services authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Contract by and between the City of Joplin and Joplin Industrial Electric Company to complete the Mercy Park Electrical Improvements a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-602 – Approving a contract with Joplin Industrial Electric Company to complete Joe Becker Stadium Improvements and amending the budget for the additional cost

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-602 Ordinance; Exhibit "A" Joplin Industrial Electric Company Contract; Exhibit "B" City of Joplin RFP; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Joplin Industrial Electric Company in the amount of $211,502 to complete Joe Becker Stadium Improvements, including a budget amendment for the additional cost.

BACKGROUND
Historic Joe Becker Stadium was renovated and opened to the public in the Spring of 2015. This stadium hosts over 200 games per year, starting in February and ending in November. Since we host games in late winter and during the warmest months of summer, we are needing to improve the heating and cooling throughout the stadium. Currently there isn't sufficient HVAC in all areas of the stadium. By adding heat to the restrooms and concession areas and improving the suites by adding mini splits to each room, these improvements will make it more enjoyable for visiting fans, players, and staff.

The revenue budget in the parks funds is being amended by $37,502.00 for the increased subsidy from the general fund. Expenditures are being amended by $75,004.00 for the increased subsidy from the general fund as well as the parks fund for the expenditures.

FUNDING SOURCE
The FY2024 budget includes $174,000.00 and the budget is being amended for the additional cost.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR PROPOSAL

#2024-RFP-03

Joe Becker Stadium Improvements

RFP Due Date:

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Josh Simmons
Email: jsimmons@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 2:00 P.M., Monday, December 18, 2023; at the *Joplin Athletic Complex* located at *3301 West 1st Street,* Joplin, Missouri 64801 to PURCHASE the following:

Project Overview

Joe Becker Stadium requires the installation of heating and cooling systems in various areas of the facility. We are seeking proposals for the installation of the following.

1. **Unit Heaters**
   - Provide and install 10 electric unit heaters in 10 different rooms (1 unit per room).
   - Locations: south mechanical room, south concession, south men's restroom, south women's restroom, 3 family restrooms, central merchandise room, first and third base dugout restrooms.
   - Provide necessary power supply for each unit heater.

2. **Central Concession Stand**
   - Install a 5-ton split system with ductwork supplying both the kitchen and concession area.
   - Provide the necessary power supply for the system.

3. **Multiport Mini Splits**
   - Existing mini split systems located in all suites and press box to be removed by contractor and left on site.
   - Supply and install 2-3-ton multiport mini splits in the box suites and press box with a total of 6 ceiling cassettes and 1 ducted head for press box and bathrooms. Duct work to be supplied for press box and bathrooms by contractor.
   - Provide necessary power supply for each Mini Split system.
   - Location: 6 suites, press box, men's, and women's restroom. All located on the second story.

4. **Heat Trace Wire and Insulation**
   - Remove existing aluminum jacket and insulation to all water lines in causeways.
   - Install heat trace for water lines in causeways.
   - Provide power supply for heat trace.
   - Install fiberglass pipe insulation to all exposed water lines with ASJ/SSL jacketing.
   - Insulation shall be covered with a minimum .016 embossed aluminum jacket and fitting covers. Thickness will match existing insulation.

5. **Shut Off Valve**
    - Install 2 shut off valves in main water line.
    - One to be installed in main water line in the central concession stand on the northwest end to isolate the remainder of the stadium.
    - One to be installed in main water line in south men's restroom on west end of the restroom.
    - Valve shall be of ball-type design.
    - Provided and installed by contractor.

Scope of Work:

- The scope of work includes but is not limited to:
- Procurement and installation of all necessary equipment.
- Electrical work required for the system installation.
- Appliance installation and setup.
- Insulation for the specified areas.
- Selected contractor shall be fully responsible for any and all necessary repairs, replacements, or corrections required during the construction process, ensuring that the project is executed to the specified standards and any damage or deficiencies are addressed at their expense.
- Compliance with local building codes and regulations.

Joe Becker Stadium Heating and Cooling Upgrades

Specifications and bid forms are available from **Josh Simmons or Greg Bertoncino, by calling 417-625-4750** 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.

Finance Director

Leslie Haase

*Publication Date : **11/17/2023***

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

Joe Becker Stadium Heating and Cooling Upgrades

All bids shall have 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.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

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.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

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

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: "Joe Becker Stadium Improvements - BID #2024-RFP-03, 2:00 P.M., Monday, December 18, 2023"

Questions concerning the specifications and bidding procedures should be directed to Josh Simmons (417) 625-4750 Greg Bertoncino, Asst. Director (417)625-4750.

CITY OF JOPLIN, MISSOURI
SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1. Contractor shall be responsible for the cost of all permits, sales taxes, and insurance.

2. Contractor must be licensed, bonded, and insured with the City of Joplin.

3. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

4. Contractor must have 10 years verifiable experience and must submit references.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

(PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT)

Manufacturer:_____

BID PRICE: $_____

Estimated Completion Time following receipt of purchase order: _____ days

COMPANY NAME:_____

ADDRESS:_____

_____

Date:_____

Phone:_____

MARK BID ENVELOPES: "Joe Becker Stadium Improvements - BID #2024-RFP-03, 2:00 P.M., Monday, December 18, 2023"

Park Addresses:

ATHLETIC COMPLEX
3301 W 1ST ST.
JOPLIN MO. 64801

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

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Joplin Industrial Electric Co, Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804
417-623-3425

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal #**2024-RFP-03** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 18, 2023, which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. **Payment**. The City will pay the Consultant in accordance with the rate set forth in the contract documents on file in the Parks Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Consultant '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 Consultant and agreement by both the City and the Consultant that the Consultant 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. The Consultant 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 not to exceed Two Hundred Eleven Thousand Five Hundred Two Dollars ($211,502.00), said amount being subject to any approved addenda or change order.

4. All information, data, and reports as are existing, available, and necessary for the conducting of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel

required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer

relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of conducting the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, which is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. **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 always maintain adequate insurance coverage 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 – Parks Department, 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, 2023, 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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. Consultant 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 Consultant, its employees, officers or agents. Consultant 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant'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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Consultant'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 Consultant 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 Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant 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 Consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant'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.

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations

as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2024-RFP-03 BID ITEM DESCRIPTION: JB Improvements

BID OPENING DEADLING: _____ DEPARTMENT: Parks

REQUISITION NUMBER: _____ DATE & TIME OPENED: Dec. 18, 2023 2:00pm

OPENED BY: _____ WITNESSED BY: M Endicott

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	BID AMOUNT
Joplin Industrial Electric				$211,502.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

COUNCIL BILL NO. 2024-602 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Contract by and between the City of Joplin and Joplin Industrial Electric Company to complete the Joe Becker Stadium Improvements a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue by the total amount of Thirty-Seven Thousand Five Hundred Two Dollars and No Cents ($37,502.00) and by increasing appropriations by the total amount of Seventy-Five Thousand Four Dollars and No Cents ($75,004.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney