JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 1, 2021
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

In compliance with social distancing, the number of guests in the Council Chambers is limited to 45.

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council form 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 to. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment. If you need to present a visual or have handouts, you must provide 12 copies of the material to the City Clerk.

AGENDA

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Dept. Update/Discussion Of The Response And Recovery Plan.
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Sara Marker Requested To Speak On Treatment Of Customers By Main St. Pet Care.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2021-259
      AN ORDINANCE providing to vacate approximately 670′ of 75′-wide street right-of-way between S. Connecticut Ave. and E. 15th St.

      Documents:

      CB 2021-259 MINUTES.PDF
      CB 2021-259 STAFF REPORT.PDF
      CB 2021-259 SUMMARY.PDF
      CB 2021-259.PDF

   3. COUNCIL BILL NO. 2021-260
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and known as 4307 Swede Ln., City of Joplin, Jasper County, Missouri.

      Documents:

CB 2021-260 MINUTES.PDF
CB 2021-260 STAFF REPORT.PDF
CB 2021-260 SUMMARY.PDF
CB 2021-260.PDF

8. **Consent Agenda**

1. Minutes Of The February 16, 2021 City Council Meeting

Documents:

DRAFT CC MINS.FEB. 16.PDF

2. COUNCIL BILL NO. 2021-112

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-112.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-114

AN ORDINANCE approving an agreement with Waste Corporation of Missouri (WCA) to provide disposal services of bulky items, limbs/brush, and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing an emergency clause.

Documents:

CB 2021-114 SUMMARY SHEET - TRANSFER STATION.PDF
CB 2021-114 COUNCIL BILL -TRANSFER STATION.PDF
BID SHEET-COST ANALYSIS FOR 2021 RFP TRANSFER STATION.PDF
TRANSFER STATION AGREEMENT.PDF

2. COUNCIL BILL NO. 2021-115

AN ORDINANCE approving an agreement with Joplin Industrial Electric Co. in the amount of Three Hundred Thousand, Six Hundred Ten and 00/100 Dollars ($300,610.00) for the purchase and installation of a generator; authorizing the City Manager to execute said agreement on behalf of the City; and containing an emergency clause.

Documents:

SUMMARY SHEET 2021-115 GENERATOR RENOVATIONS.PDF
COUNCIL BILL 2021-115 GENERATOR REPLACEMENT.PDF
GENERATOR REPLACEMENT AGREEMENT 2021.PDF
2021 02 17 NICHOLS TO LAWSON - RECOMEND AWARD TO JIE.PDF
BID GENERATOR REPLACEMENT 2021 TCWWTF.PDF

3. COUNCIL BILL NO. 2021 – 351
AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 1215 Iowa Ave. in the City of Joplin, Missouri, for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-351 BID.PDF
CB 2021-351 PICTURES.PDF
CB 2021-351 SUMMARY.PDF
CB 2021-351.PDF

4. COUNCIL BILL NO. 2021 – 352

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 1119 Jackson Ave. in the City of Joplin, Missouri, for Two Thousand Seven Hundred and 00/100 Dollars ($2,700.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-352 BID.PDF
CB 2021-352 PICTURE.PDF
CB 2021-352 SUMMARY.PDF
CB 2021-352.PDF

5. COUNCIL BILL NO. 2021-505
AN ORDINANCE approving the job description for Breastfeeding Peer Counselor Coordinator and the placement of the position within the Salary Administration Plan for the City of Joplin; and, containing an emergency clause.

Documents:

CB 2021-505 SUMMARY JOB DESCRIPTION ADDITION IN HEALTH DEPT.PDF
CB 2021-505 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE MARCH 1 2021.PDF
CB 2021-505. JOB DESCRIPTION.PDF
CB 2021-505 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE MARCH 1 2021.PDF
CB2021-505.ORDINANCE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-402
AN ORDINANCE approving an Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-402 SUMMARY.PDF
CB2021-402 AGREEMENT.PDF
CB2021-402 BID.PDF
CB2021-402.PDF

2. COUNCIL BILL NO. 2021-403
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

CB 2021-403 AGREEMENT.PDF
CB 2021-403 FY21 UPWP AMENDMENT 1 - REVISED.PDF
CB 2021-403.PDF
CB 2021-403 SUMMARY.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Closed Session
Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and, to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration; and, the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically, for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1)(2)(3) RSMo, as amended, 2020. This meeting,

record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 12:00 p.m. on this 25th day of February (RSMo 610.020)

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.
Together we are ready for anything**. Ad Omnia Parata**
-City of Joplin Vision Statement

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5-minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2021-259

Case 008-21: Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

Keegan Stanton, 602 S Main Street, Joplin, MO. The City is requesting a vacation for this portion of what was Murphy Blvd. right-of-way. The city does not have any plan for this property in the future. There is a little notch on the west side and that is to keep the right-of-way, in the event the city would like to put a right-hand turn bay there. Staff does recommend approval of this case.

Mr. Ramsour asked if the commissioners had any questions for Mr. Stanton? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. PHILLIPS THAT CASE 008-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE (BY PHONE), MR. EASTMAN, MS. BRUCKNER-SEARS (BY PHONE), AND MS. PHILLIPS VOTING "AYE" (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: February 8, 2021
City Council Meeting: March 1, 2021

STAFF PLANNING REPORT
Vacation

CASE 008-21 A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 670' x 75'

REASON FOR VACATION

The City of Joplin is applying for this vacation to remove excess right-of-way that is not in use by Murphy Blvd.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

The existing location of Murphy Blvd. between Connecticut and 15th St. is not currently within the right-of-way that is the subject of this vacation, and the City has no plans to use this right-of-way for a realignment or any other project. Thus, the City is requesting to vacate this excess right-of-way.

Staff recommends approval of Case 008-21 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 008-21
Filing Fee: ~~$550.00~~
Date Advertised:
Date Notices Sent
Public Hearing Date: 2-8-21

I. Applicant Name: City of Joplin Phone: 417-624-0820 ext. 511

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 602 S. Main St. Joplin, MO Zip: ~~64801~~ 64801

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation_____

Utility Vacation____

Other (Please specify)_____

III. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. Correct.

2. The vacation will not cause the public to suffer a loss or inconvenience. Correct.

3. In justice to the applicant(s) the vacation should be granted. Correct.

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	**Kenny Kenworthy**	**kk7429@att.com**	**417-625-8092**
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	**Jeff Lebeda**	**jeff.lebeda@libertyutilities.com**	**417-625-6159**
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	**Keri Bledsoe**	**keri.bledsoe@sparklight.biz**	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	**Mandy Butkovich**	**mandy.butkovich@spireenergy.com**	**816-472-3767**
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	**Steven Martinez**	**smartine@joplinmo.org**	**417-624-0820 x531**

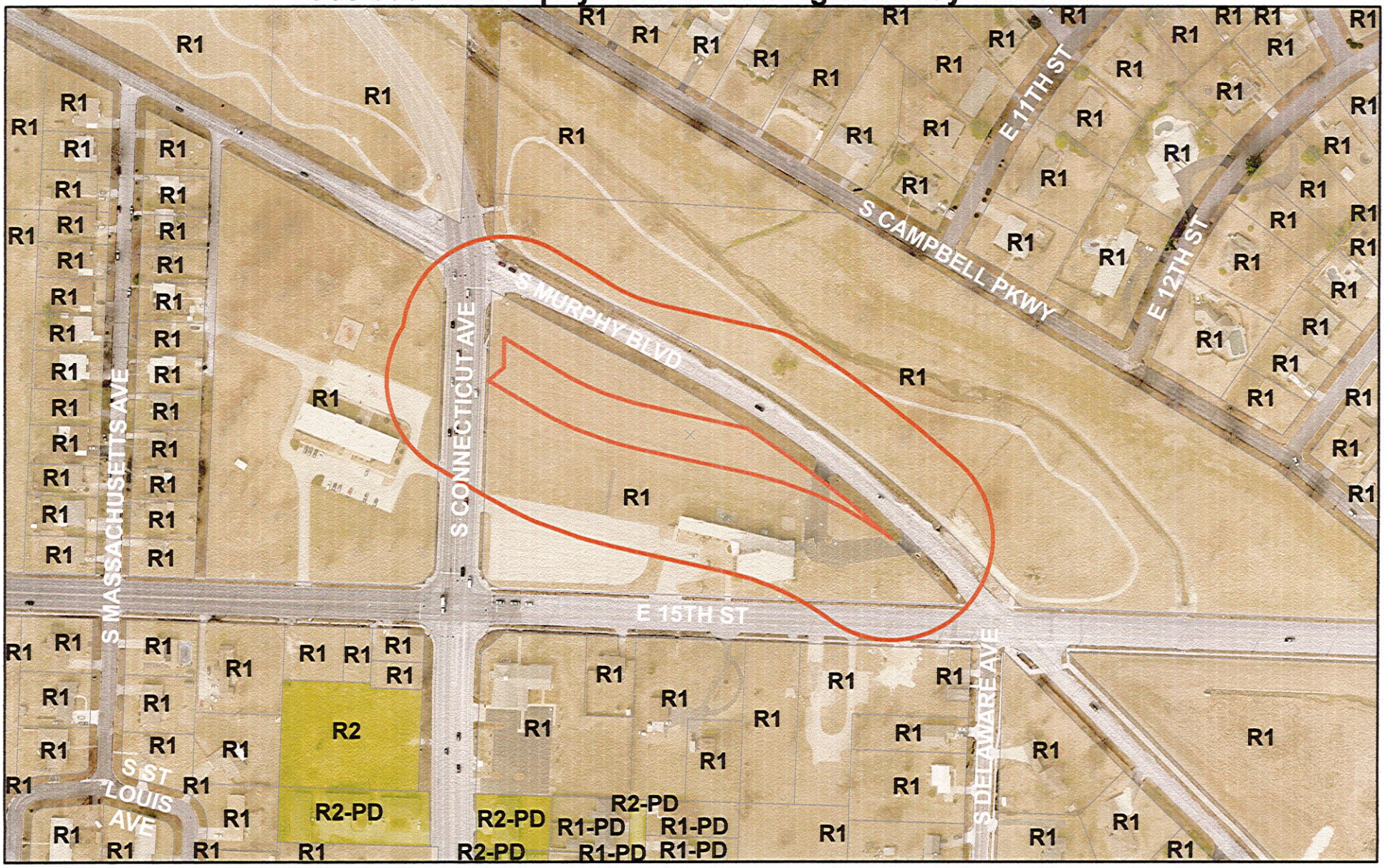
*Must contact BOTH contacts at Spire Energy.

Signature

2/3/21

Date

Case 008-21: Murphy Blvd. Street Right-of-way Vacation



Case 008-21: Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

Joplin City Limits

0 125 250 500 750 1,000 Feet

N

DESCRIPTION - TRACT 1

PART OF A TRACT OF LAND THAT WAS CONVEYED FOR HIGHWAY PURPOSES IN BOOK 411, PAGE 210 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38"WEST ALONG THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD, 108.44 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE 167.16 FEET ALONG THE RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD ON A CURVE TO THE LEFT HAVING A RADIUS OF 319.26 FEET AND A CHORD BEARING NORTH 59°52'38"WEST, 165.26 FEET; THENCE NORTH 74°52'38"WEST ALONG SAID DISCONTINUED RIGHT-OF-WAY LINE, 366.40 FEET; THENCE 215.64 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 613.68 FEET AND A CHORD BEARING NORTH 64°48'38"WEST, 214.54 FEET; THENCE NORTH 54°44'38"WEST, 100.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 2°04'00"EAST ALONG SAID RIGHT-OF-WAY LINE, 6.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 46°01'29"EAST, 28.81 FEET; THENCE NORTH 2°04'00"EAST, 55.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD; THENCE SOUTH 54°44'38"EAST, 128.76 FEET; THENCE 187.53 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 533.68 FEET AND A CHORD BEARING SOUTH 64°48'38"EAST, 186.57 FEET; THENCE SOUTH 74°52'38"EAST ALONG SAID RIGHT-OF-WAY LINE, 272.24 FEET; THENCE 256.61 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING SOUTH 49°28'50"EAST, 256.34 FEET; THENCE SOUTH 44°52'38"EAST ALONG SAID RIGHT-OF-WAY LINE, 25.67 FEET TO THE POINT OF BEGINNING. CONTAINS 1.25 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

DESCRIPTION - TRACT 2

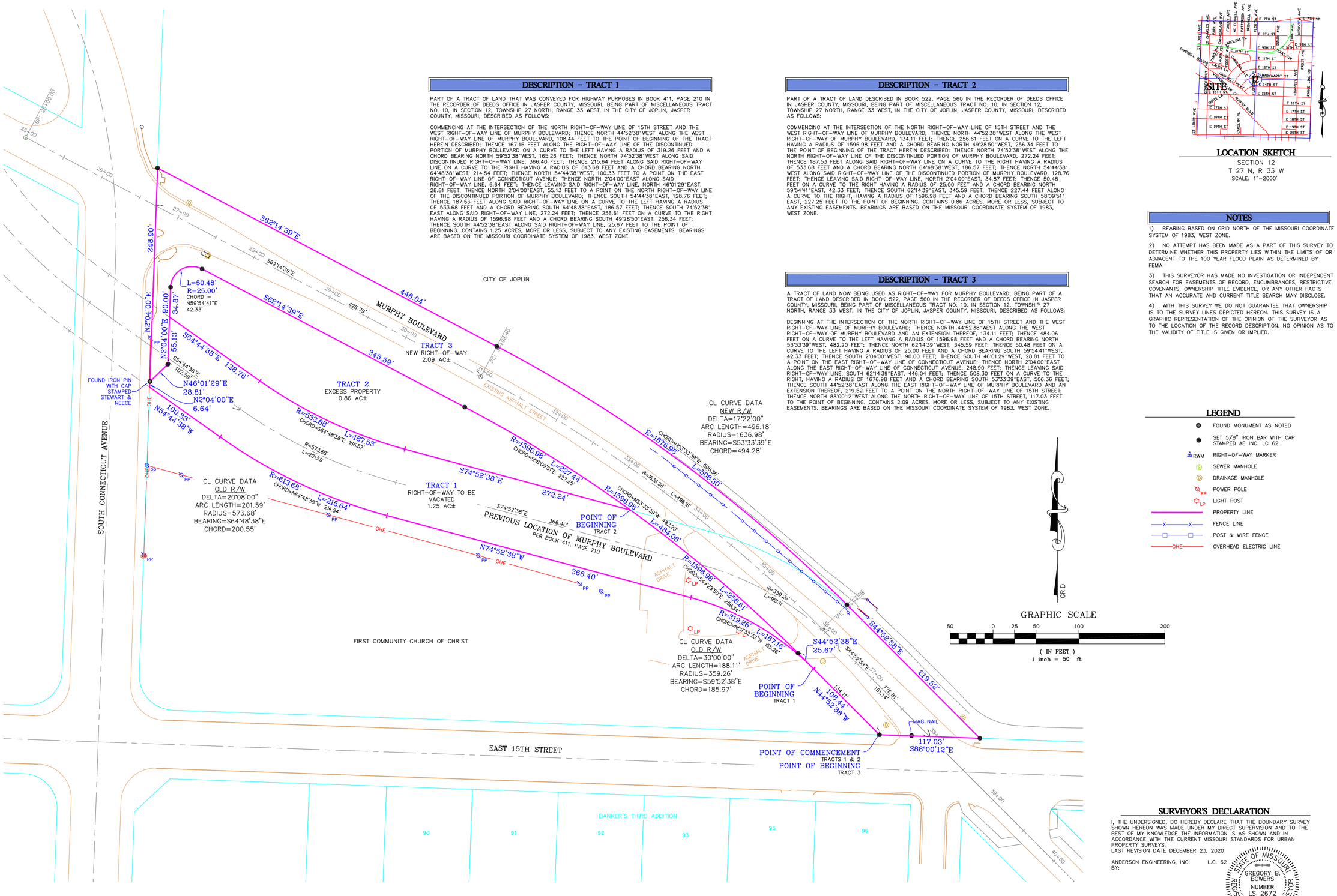
PART OF A TRACT OF LAND DESCRIBED IN BOOK 522, PAGE 560 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38"WEST ALONG THE WEST RIGHT-OF-WAY OF MURPHY BOULEVARD, 134.11 FEET; THENCE 256.61 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING NORTH 49°28'50"WEST, 256.34 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 74°52'38"WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD, 272.24 FEET; THENCE 187.53 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 533.68 FEET AND A CHORD BEARING NORTH 64°48'38"WEST, 186.57 FEET; THENCE NORTH 54°44'38" WEST ALONG SAID RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD, 128.76 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 2°04'00"EAST, 34.87 FEET; THENCE 50.48 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING NORTH 59°54'41"EAST, 42.33 FEET; THENCE SOUTH 62°14'39"EAST, 345.59 FEET; THENCE 227.44 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING SOUTH 58°09'51" EAST, 227.25 FEET TO THE POINT OF BEGINNING. CONTAINS 0.86 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

DESCRIPTION - TRACT 3

A TRACT OF LAND NOW BEING USED AS RIGHT-OF-WAY FOR MURPHY BOULEVARD, BEING PART OF A TRACT OF LAND DESCRIBED IN BOOK 522, PAGE 560 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38"WEST ALONG THE WEST RIGHT-OF-WAY OF MURPHY BOULEVARD AND AN EXTENSION THEREOF, 134.11 FEET; THENCE 484.06 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING NORTH 53°33'39"WEST, 482.20 FEET; THENCE NORTH 62°14'39"WEST, 345.59 FEET; THENCE 50.48 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING SOUTH 59°54'41"WEST, 42.33 FEET; THENCE SOUTH 2°04'00"WEST, 90.00 FEET; THENCE SOUTH 46°01'29"WEST, 28.81 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 2°04'00"EAST ALONG THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE, 248.90 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 62°14'39"EAST, 446.04 FEET; THENCE 508.30 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1676.98 FEET AND A CHORD BEARING SOUTH 53°33'39"EAST, 506.36 FEET; THENCE SOUTH 44°52'38"EAST ALONG THE EAST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD AND AN EXTENSION THEREOF, 219.52 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET; THENCE NORTH 88°00'12"WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET, 117.03 FEET TO THE POINT OF BEGINNING. CONTAINS 2.09 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



LOCATION SKETCH

SECTION 12
T 27 N, R 33 W
SCALE: 1"=2000'

NOTES

1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.

3) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

4) WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8" IRON BAR WITH CAP STAMPED AE INC. LC 62
- RWM RIGHT-OF-WAY MARKER
- S SEWER MANHOLE
- D DRAINAGE MANHOLE
- PP POWER POLE
- LP LIGHT POST
- PROPERTY LINE
- FENCE LINE
- POST & WIRE FENCE
- OHE OVERHEAD ELECTRIC LINE

SURVEYOR'S DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS.
LAST REVISION DATE DECEMBER 23, 2020

ANDERSON ENGINEERING, INC. L.C. 62
BY:

Gregory B. Bowers
GREGORY B. BOWERS, P.L.S. 2672

STATE OF MISSOURI
GREGORY B. BOWERS
NUMBER LS 2672
REGISTERED LAND SURVEYOR

12-23-20
DATE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7399

DRAWING INFO.
FIELD BY: KE/CF
DRAWN BY: GBB
CHECK BY: GBB
DATE: 12/23/20
FIELD BOOK: --
JOB NUMBER: 20JOJ20110

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

©COPYRIGHT ANDERSON ENGINEERING, INC. 2020

THE CITY OF JOPLIN

RIGHT-OF-WAY SURVEY

JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO.
JOP-100-5823

SHEET NUMBER
1
OF 1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-259-Street Vacation

MEETING DATE:
March 1, 2021

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 008-21: Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

BACKGROUND:
The existing location of Murphy Blvd. between Connecticut and 15th St. is not currently within the right-of-way that is the subject of this vacation, and the City has no plans to use this right-of-way for a realignment or any other project. Thus, the City is requesting to vacate this excess right-of-way.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S Main Street, Joplin, MO. The City is requesting a vacation for this portion of what was Murphy Blvd. right-of-way. The city does not have any plan for this property in the future. There is a little notch on the west side and that is to keep the right-of-way, in the event the city would like to put a right-hand turn bay there. Staff does recommend approval of this case.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 5 in favor, 0 Nays, 2 Absent.

Staff recommends approval of Case 008-21.

ATTACHMENTS
CB 2021- 259, Staff Planning Report, P&Z Commission Minutes

P & Z Case 008-21
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-259 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St.

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

Section 1. That all that part of approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th. in the City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

PART OF A TRACT OF LAND THAT WAS CONVEYED FOR HIGHWAY PURPOSES IN BOOK 411, PAGE 210 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD, 108.44 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE 167.16 FEET ALONG THE RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD ON A CURVE TO THE LEFT HAVING A RADIUS OF 319.26 FEET AND A CHORD BEARING NORTH 59°52'38" WEST, 165.26 FEET; THENCE NORTH 74°52'38" WEST ALONG SAID DISCONTINUED RIGHT-OF-WAY LINE, 366.40 FEET; THENCE 215.64 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 613.68 FEET AND A CHORD BEARING NORTH 64°48'38" WEST, 214.54 FEET; THENCE NORTH 54°44'38" WEST, 100.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 2°04'00" EAST ALONG SAID RIGHT-OF-WAY LINE, 6.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 46°01'29" EAST, 28.81 FEET; THENCE NORTH 2°04'00" EAST, 55.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD; THENCE SOUTH 54°44'38" EAST, 128.76 FEET; THENCE 187.53 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 533.68 FEET AND A CHORD BEARING SOUTH 64°46'38" EAST, 186.57 FEET; THENCE SOUTH 74°52'38" EAST ALONG SAID RIGHT-OF-WAY LINE, 272.24 FEET; THENCE 256.61 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING SOUTH 49°28'50" EAST, 256.34 FEET; THENCE SOUTH 44°52'38" EAST ALONG SAID RIGHT-OF-WAY LINE, 25.67 FEET TO THE POINT OF BEGINNING. CONTAINS 1.25 ACRES, MORE OR LESS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 21, by a vote of _____.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2021-260

Case 009-21: 4307 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Alan Bemo, 4409 Swede Ln., Joplin, MO., which is next door to the property that I am wanting rezoned. The reason is my daughter would like to acquire that property and build a house. It is a nice residential area for children and not a lot of traffic.

Mr. Ramsour asked at this point it will be just a single dwelling.

Mr. Bemo stated that was correct. As far as he knows his daughter is not planning on putting other dwellings on the property.

Mr. Ramsour asked if the commissioners had any questions for Mr. Bemo? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MS. PHILLIPS MOVED, SECONDED BY MS. EASTMAN THAT CASE 009-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE (BY PHONE), MR. EASTMAN, MS. BRUCKNER-SEARS (BY PHONE), AND MS. PHILLIPS VOTING "AYE" (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: February 8, 2021
City Council Meeting: March 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 009-21 A request to rezone from M-1-PD (Restricted Industrial Planned Development) to R-1 (Single-family Residential).

LOCATION 4307 Swede Ln.

APPLICANT Alan Bemo

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-1-PD	Single-family Residential	Approx. 3.04 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-1	M-1-PD	M-1-PD
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Swede Ln.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr., as shown in the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change to a less intense zoning district.

Staff recommends approval of Case 009-21.

ATTACHMENTS

- Application
- Map

RECEIVED 1-12-21

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 009-21
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date: 2-8-21
City Council Date: 3-1-21

APPLICANT: Alan Bemo PHONE: 417 499 5083
ADDRESS: 4409 Swede Ln- ZIP: 64801
EMAIL: alienonearth@psmail.net
OWNER: same PHONE:
ADDRESS: S ZIP:
EMAIL:
LOCATION OF PROPERTY: 4307 swede lane
LEGAL DESCRIPTION: South Half of lot 3 and North 44.00' of lot 4 in Midway Gardens, as shown in Plat 3003 at page 196. Containing 3.04 acres

Present Zoning M1-PD Requested Zoning: R1 Acreage: 3.04 acres
Present Use of Property: pasture
Proposed Use of Property: residence

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R2 duplex	R2
South	M1-PD pasture	M1-PD
East	R1 housing	R1
West	M1-PD Presently rezoning to R1	

CHARACTER OF THE NEIGHBORHOOD: Quiet rural setting. Neighbors enjoy walking to enjoy wildlife

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: want to build a house here (my daughter)

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

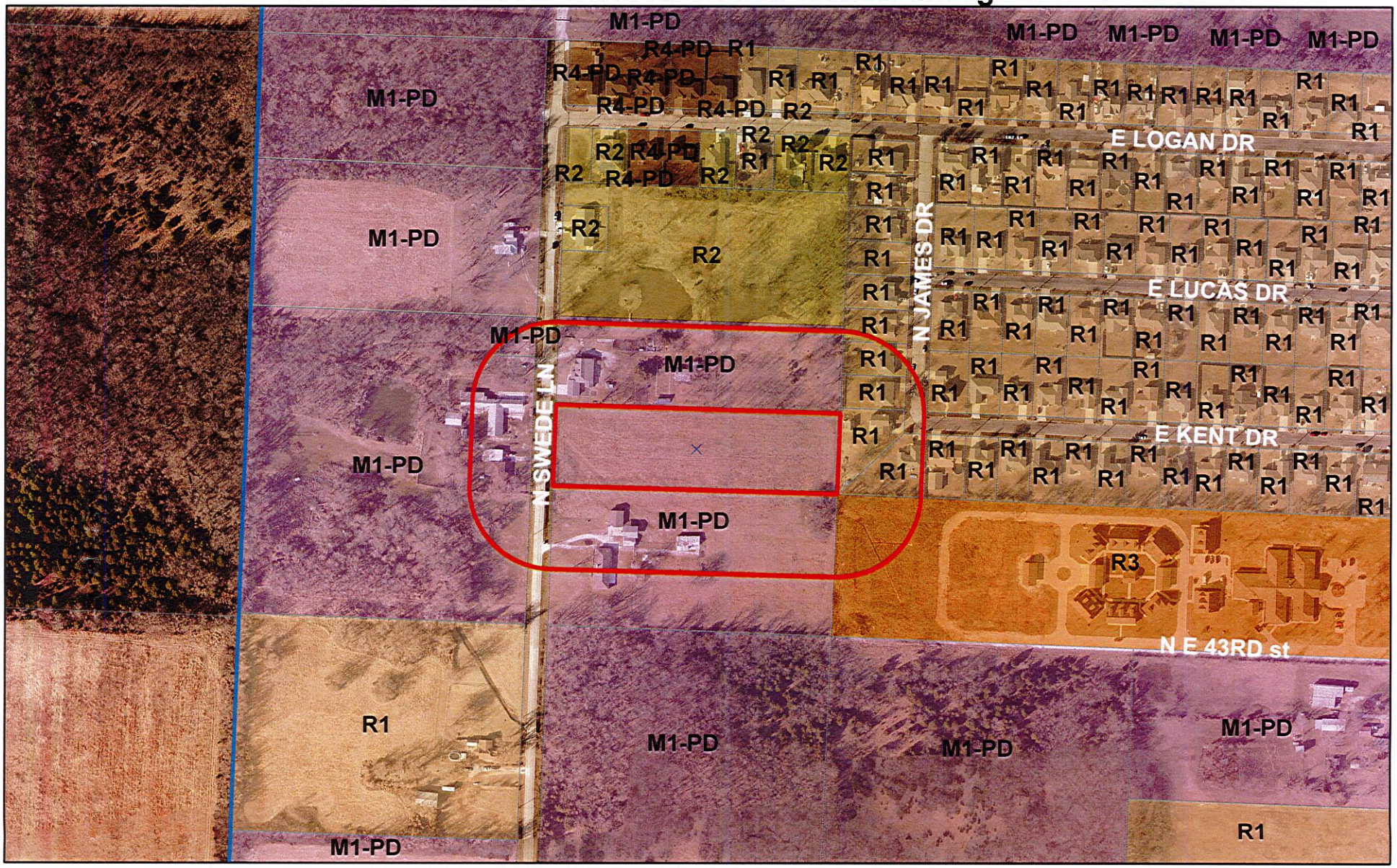
_____
_____
_____

SIGNATURE: _____ DATE: 1-12-21

BY: _____

TITLE: _____

Case 009-21: 4307 Swede Ln. - Rezoning



Case 009-21: 4307 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Joplin City Limits

0 155 310 620 930 1,240 Feet

N

Bearings are Grid North based on the Missouri Coordinate System of 1983, West Zone.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

Owners:
Alan and Janet Bemo
4409 N Swede Ln.
Joplin, MO, 64801
Property Classification: Residential
Source Deed: Book 2399 Page 10

LEGEND

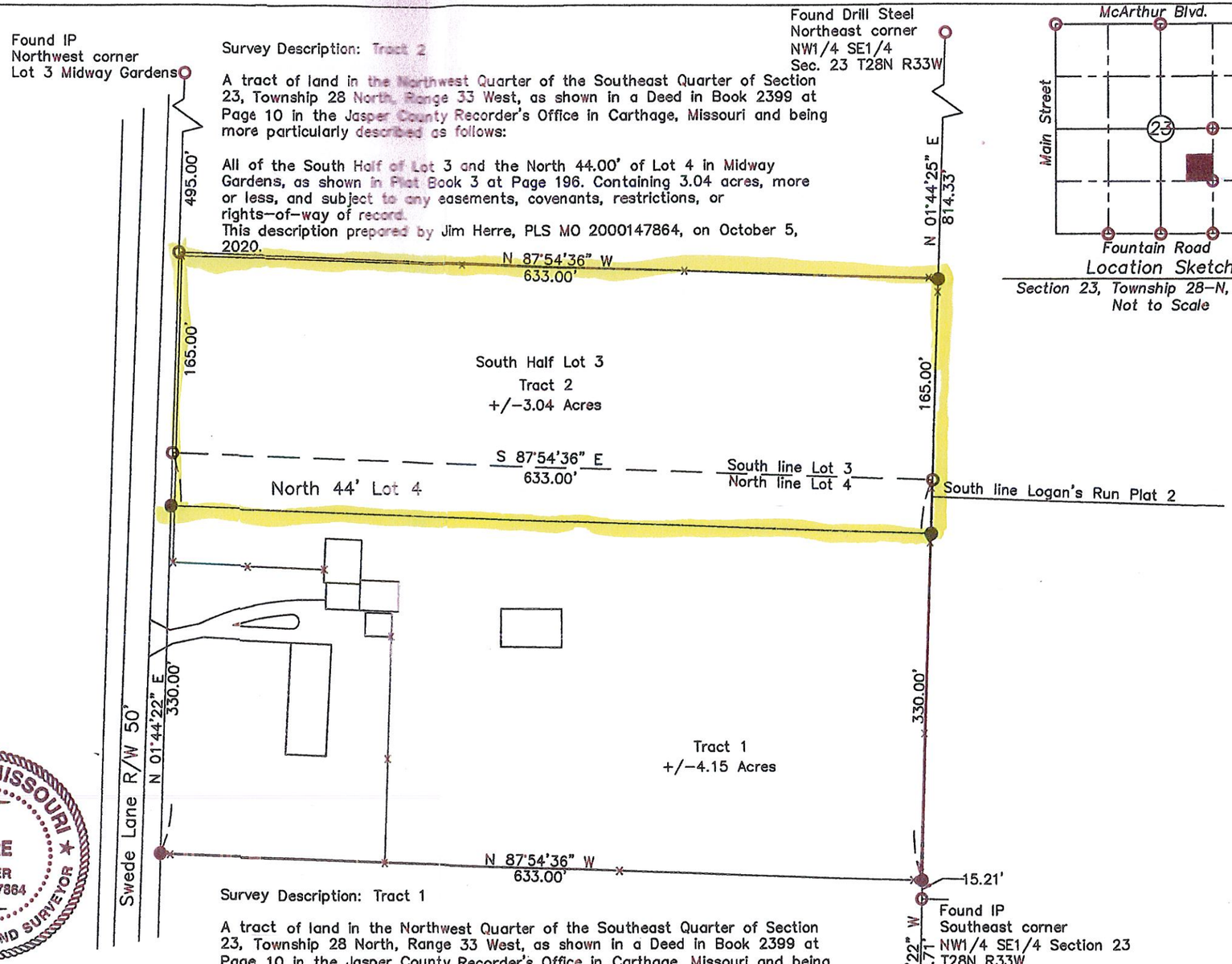
- ▣ = FOUND STONE
- ○ = FOUND IRON PIN
- ◎ = FOUND COPPERWELD
- △ = FOUND IRON PIN WITH ALUM. CAP
- ◉ = FOUND ALUM. MON.
- · = FOUND PIPE
- ◉ = NAIL
- ◎ = COTTON SPINDLE
- ⊡ = FOUND CONC. R/O/W MARKER
- ⊛ = FOUND R/O/W MARKER POST
- ○ = FENCE CORNER POST
- ● = SET 5/8" X 18" IRON PIN
- ■ = SET 3/4" X 24" IRON PIN WITH ALUM. CAP
- ▲ = SET IRON PIN WITH ALUM. CAP
- ◇ = FOUND R.R. SPIKE
- ◆ = SET R.R. SPIKE
- ✣ = COMPUTED CORNER
- Ⓦ = WELL HEAD
- (D) = DEED
- (M) = MEASURED
- (R) = RECORD
- (RS) = RECORD SURVEY
- (GLO) = GENERAL LAND OFFICE
- ——x—— = FENCE

Flood Note:
By graphic plotting only, this property is in "Zone X" of the hazard boundary map, community panel number 29097C0163E, with an effective date of November 2, 2012, and is not in a special flood hazard area.

Surveyor's Note:
With this survey, I do not guarantee that the ownership is to the survey lines depicted hereon. This survey is a graphic representation of the opinion of the surveyor as to the location of the recorded description. No opinion as to the validity of title is given or implied.

Certificate of Survey and Accuracy:
I hereby certify that this map was drawn under my supervision from an actual survey made by me; and meets the current Standards for Property Boundary Surveys of the "Missouri Department of Agriculture" and the Standards adopted by the "Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects".
Witness my signature, registration number and seal this 30th day of September, 2020.

STATE OF MISSOURI
JIM HERRE
NUMBER S-2000147864
PROFESSIONAL LAND SURVEYOR



Location Sketch
Section 23, Township 28–N, Range 33–W
Not to Scale

Survey Description: Tract 2

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows:

All of the South Half of Lot 3 and the North 44.00' of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196. Containing 3.04 acres, more or less, and subject to any easements, covenants, restrictions, or rights–of–way of record.
This description prepared by Jim Herre, PLS MO 2000147864, on October 5, 2020.

Survey Description: Tract 1

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows:

All of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196 EXCEPT: The North 44.00' therof. Containing 4.15 acres, more or less, and subject to any easements, covenants, restrictions, or rights–of–way of record.
This description prepared by Jim Herre, PLS MO 2000147864, on October 5, 2020.

Jim Herre, P.L.S. 2000147864

Drawing No.: JH–20–104

Alan and Janet Bemo
Midway Gardens South 1/2 Lot 3 and all of Lot 4
Section 23
Township 28–North, Range 33–West
Jasper County, Missouri

Surveyed by:
Indian Creek Surveying, L.L.C.
P.O. Box 4246
Joplin, Missouri 64803–4246
Phone: 417–291–3297
MO COA 2005036742

Drawn by: TW	Date: 9–30–2020
Field by: TW	Fld Bk: ICS
Checked by: JH	Job No.: 2020–104

CB 2021-760

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021- 260 – Rezone to District R-1

MEETING DATE:
March 1, 2021

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, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 009-21: 4307 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

BACKGROUND:
The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential. The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr.

PLANNING & ZONING COMMISSION TESTIMONY:
Alan Bemo, 4409 Swede Ln., Joplin, MO., which is next door to the property that I am wanting rezoned. The reason is my daughter would like to acquire that property and build a house. It is a nice residential area for children and not a lot of traffic.

Mr. Ramsour asked at this point if it will be just a single dwelling.

Mr. Bemo stated that was correct. As far as he knows his daughter is not planning on putting other dwellings on the property.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in favor, 2 Absent).

ATTACHMENTS:
CB 2021-260, Staff Planning Report, P&Z Commission Minutes

P & Z Case 009-21
Alan Bemo
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-260 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and known as 4307 Swede Ln., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows: All of the South Half of Lot 3 and the North 44.00' of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196. Containing 3.04 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-ways of record.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
FEBRUARY 16, 2021
MEETING MINUTES

CALL TO ORDER
The February 16, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Shaw.

ROLL CALL
Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams (virtual), Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams (virtual). Also, in attendance were City Manager Nick Edwards and Assistant City Attorney Peter Edwards.

PRESENTATIONS
The Joplin High School STUCCO Update was postponed to a later date due to the weather.

FINALIZATION OF CONSENT AGENDA
There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS
Downtown Joplin Quarterly Report presented by Lori Haun, Executive Director. Ms. Haun presented an overview of to-date statistics, current events and programs, review of Empire Market, upcoming events and activities, and a look forward to the future and the anticipated investment of $111.5 million in downtown over the next five years.

Health Dept. Update. Health Director Ryan Talken presented an update on Covid cases and the vaccination process. Covid cases and hospitalizations (for Joplin residents) are down. The demand for vaccinations continues to exceed the supply, but the government is doing all they can to provide states with the vaccine. Vaccination clinics will be announced as the vaccines become available. Mayor Stanley asked Director Talken if there is a recommendation regarding the Recovery Plan. Director Talken recommended to remove the outdoor limit on mass gatherings but continue social distancing. Mayor Stanley stated further discussion regarding the recommendation will be held under New Business.

News from Public Information Officer
The Joplin Fire Department is committed to providing quality and efficient service to the citizens. To help with this, the department continuously seeks ways to improve and has recently begun a Strategic Planning process. Fire Chief Jim Furgerson is asking citizens to provide their input by taking a short survey. A link to the survey can also be found on the City's website listed in the news release about this opportunity. Look under City News to learn more. https://www.surveymonkey.com/r/PMN2VMF. Survey data will provide insight to improve the department's service and operations. Deadline to complete the survey is this Friday, February 19.

The City of Joplin and Jasper County Health Departments announce a community COVID-19 testing site will be offered on Friday, February 19 at Access Family Care, 530 S. Maiden Lane in Joplin. Testing will be done from 9 a.m. to 1 p.m. According to the Missouri Department of Health and Senior Services, Missouri residency is the only requirement; individuals do not have to live in the county in which they are tested, and they do not have to be experiencing symptoms. Any Missouri residents who wish to be tested with an anterior nasal swab to determine if they have an active COVID-19 infection can do so at no cost to the individual. Missourians can register online for testing events at health.mo.gov/communitytest and click on this date and location option.

Republic officials are asking residents to please get their trash to the curb. They are working to get caught up on picking up all the trash this week if weather does not delay their work again. Republic Services may have to delay residential service. When this happens, they notify the City and the City posts notices about the delay. Generally, we post on our Facebook page and our website. The information will also appear on the local television stations in the information crawl at the bottom of the screen. In addition, if service is cancelled that day, citizens on that day's route should receive a phone call from Republic Services with a message about the delay in service. With weather causing delays these past two weeks, the City and Republic have placed roll off containers at several locations. If citizens are having trouble storing their trash until they can have service, they can drop their bags into these containers at the following locations:

- Schifferdecker Park, just north of the Museum complex
- McClelland Park, in the parking lot area; and
- Public Works Center, 1301 West 2nd Street

For more information about these or other happenings at the City, check out our website at joplinmo.org . Thank you.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of the February 1, 2021 City Council meeting.

COUNCIL BILL NO. 2021-109 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00) for the I-44 Interceptor Sewer Replacement (Phase 1) Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2021-019**

COUNCIL BILL NO. 2021-252 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and include in District C-3 (Commercial) property as described below and located 2016 S. Prosperity Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-020**

AMENDED COUNCIL BILL NO. 2021-253 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) property as described below and located Approximately 375' East and 200' North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-021**

AMENDED COUNCL BILL NO. 2021-254 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District R-1 (Single Family Residential) property as described below and located approximately 375' East of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-022**

COUNCIL BILL NO. 2021-255 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) property as described below and located 3300 N Range Line Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-023**

COUNCIL BILL NO. 2021-257 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1(Single-family Residential) property as described below and located 4330 & 4400 Swede Ln., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-024**

COUNCIL BILL NO. 2021-258 - an ordinance establishing grades and accepting the Final Plat of Thawakle Subdivision located 3017 W. 26th Street. in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-025**

RESOLUTIONS

RESOLUTION NO. 2021-004

Mr. Stinnett introduced Resolution No. 2021-004 - a resolution allowing the Joplin Police Department to apply for three (3) grants under MoDOT's Highway Safety Program for Traffic Enforcement of DWI Saturation, HMV (Hazardous Moving Violations), and a DWI Full Time Unit to further efforts in reducing DWI crashes and crashes involving hazardous moving violations. Motion by Mr. Stinnett, second by Mr. Lawson to approve Resolution No. 2021-004. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-004 was approved.**

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-001

Mr. Cortez introduced Council Bill No. 2021-001 - an ordinance authorizing the City of Joplin, Missouri, to enter into an Agreement with Bykota REI LLC, a Colorado Limited Liability Company, for the purpose of redeveloping the property commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments for the not to exceed price of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00); authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No.2021-001 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: Stinnett,1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-026.** Josh Shackles requested to speak on this item and stated he supports the agreement.

COUNCIL BILL NO. 2021-106

Mr. Lawson introduced Council Bill No. 2021-106 -an ordinance authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Newton County, Missouri ("County"), a political subdivision of the State of Missouri, for the purpose of acquiring sanitary sewer easements associated with the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Lift Station Elimination project; authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Stinnett that Council Bill No. 2021-106 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-027**

COUNCIL BILL NO. 2021-503

Mr. Stinnett introduced Council Bill No. 2021-503 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2021-503 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-028**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-112

Mr. Lawson introduced Council Bill No. 2021-112 - an ordinance authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2021-112 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-112.**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

Confirm appointments to the Parks/Stormwater Citizen's Committee

Motion by Mr. Cortez, second by Mr. Copple to confirm the following appointments to the Parks/Stormwater Citizen's Committee:

Taylor Brown; Josh DeTar; Jim Fleischaker; Bob Harrington Jerrod Hogan; Fred Palmer; Andy Perigo; Steve Urie-Ross; Melodee Colbert-Kean; Gary Duncan; Tom Franz; Rylee Hartwell; Drew Kimble; Dustin Parker; Mike Seibert; Dr. John Cox; Chris Erisman; Lindsay Gagnon; Barbara Hicklin; Kayla McCollum; Kevin Parker; Brian Shaw.

Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0

Mr. Stinnett asked for future discussion on how to handle ownership and City's liability on old and abandoned buildings. He asked if someone could research how other cities handle this. City Manager Edwards stated he will address this at the February 22 work session during the Action Plans discussion.

Closed Session

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(2)(3) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Monteleone, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

There being no further business, the meeting adjourned at 7:41 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-112 - Approval of Agreement with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
February 16, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-112 Ordinance; Agreement; Schedule of Bid Prices; Bid Summary; Exhibit Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project.

BACKGROUND
On May 20, 2019, Council authorized the City of Joplin to enter an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses. Appendix A of that agreement contained the City's 2026 Activities Plan of Its System Renewal & Sanitary Sewer Overflow Prevention Program, which outlines the strategic approach to reducing inflow and infiltration (I&I) within any given sanitary sewer basin. The AOC contains specific 3-year milestone quantities of work to which the City will be held accountable: lineal feet of cured-in-place or new PVC pipe; lineal feet of smoke testing of sewer mains; number of lateral connection repairs, lateral launches, and rehabbed manholes. The multi-year "Toolbox" contract has been the primary mechanism for the City to meet its AOC goals since mid-2019. Before then, earlier versions of the contract allowed the City to meet its previous commitment to increase the reliability of the sanitary sewer system by cleaning, evaluating, rehabilitating, and reducing I&I. To date, approximately 76% of the City's gravity sewer system has been examined and evaluated since 2012, with an additional 37 miles of gravity pipe renewed, as can be seen in the Exhibit Map 1.

The 2021-2023 contract, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language informing bidders that the "estimated quantities indicated in the Conceptual Purchase Order do not represent the first Purchase Order," and that the City "will provide a written scope of work for each individual purchase order issued." Two contractors submitted bids containing unit prices for more than 400 bid items which enable the reconstruction of multiple elements of the sewer system by trenchless and open trench means. After bids were opened on January 13, 2021, the low bidder was determined by comparing the

summation of each bidder's unit prices multiplied by the estimated quantities in the "Conceptual Purchase Order" list of typical pay items. The low bid was provided by Ace Pipe Cleaning, Inc., whose summation equaled $2,419,037.11 for the estimated scope of work. Any of these unit prices can be applied to subsequent purchase orders, utilizing this menu-like contract. Staff plans to utilize this multiple-year contract to build on the work done under previous contracts, namely, repairing public-side defects discovered during smoke testing work and CCTV evaluations. While repairs can be made throughout the City's sewer system, staff has determined that the majority of the work under this contract will take place in sanitary sewer basins identified by the 2017 flow monitoring study as having excessive I&I or substantial zinc loadings. Exhibit Map 1 also shows the high-priority basins in which reconstruction work can be done. Additionally, the contract will allow the City to continue to clean and evaluate remaining portions of the sewer system. All work under this contract will be funded by the City's Sanitary Sewer Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures of approximately $800,000 in FY2021.

FUNDING SOURCE

FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

BID SUMMARY

PROJECT: 2021-2023 Evaluation and Rehabilitation Toolbox
for
Wastewater Collection System

DATE OF BID OPENING: January 13, 2021 @ 11:00 am

CONTRACTOR	ALTERNATE BID
Ace Pipe Cleaning, Inc.	$2,419,037.11
Visu-Sewer of Missouri, LLC	$2,848,087.46
Engineer's Estimate	$2,540,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Ace Pipe Cleaning, Inc. Address: 6601 Universal Ave. KANSAS CITY, MO 64120	
		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

2021 – 2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2022, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: At the full discretion of the Owner, the Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, in an amount equal to 100% of each Work Order issued by the Owner conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered

in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid

f. Instructions to Bidder
g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMO., Et Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMO., Et Seq. (Working Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions o Contract
r. Supplemental General Conditions
s. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for the total amount equal to each respective work order issued by the Owner, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____

Peter Edwards, City Attorney

By: _____

David Hertzberg, Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

2021-2023 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ENGINEER'S ESTIMATE = $2,540,000

			Ace Pipe Cleaning, Inc.	Visu-Sewer of Missouri, LLC
			Kansas City, MO	E. St. Louis, IL
SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit	Unit Price	Unit Price
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	$1,000.00	$2,625.00
	Light Cleaning (Up to 3 Cleaning Passes)			
1.01	6” to 10” Diameter Light Cleaning	LF	$1.00	$0.84
1.02	12” to 16” Diameter Light Cleaning	LF	$1.00	$0.84
1.03	18” to 21” Diameter Light Cleaning	LF	$1.25	$0.84
1.04	24” to 27” Diameter Light Cleaning	LF	$2.00	$1.30
1.05	30” to 32" Diameter Light Cleaning	LF	$3.00	$1.76
1.06	36” to 38" Diameter Light Cleaning	LF	$3.50	$1.76
1.07	42" to 48" Diameter Light Cleaning	LF	$4.50	$2.67
1.08	54" to 60" Diameter Light Cleaning	LF	$4.75	$3.59
	Heavy Cleaning (4 to 10 Cleaning Passes)			
1.09	6” to 10” Diameter Heavy Cleaning	LF	$1.10	$2.05
1.10	12” to 16” Diameter Heavy Cleaning	LF	$1.80	$2.45
1.11	18” to 21” Diameter Heavy Cleaning	LF	$5.00	$5.85
1.12	24” to 27” Diameter Heavy Cleaning	LF	$12.00	$5.85
1.13	30” to 32” Diameter Heavy Cleaning	LF	$13.00	$10.50
1.14	36” to 38" Diameter Heavy Cleaning	LF	$14.00	$10.50
1.15	42" to 48" Diameter Heavy Cleaning	LF	$16.00	$15.00
1.16	54" to 60" Diameter Heavy Cleaning	LF	$18.00	$20.60
	CCTV Inspection (PACP Compliant)			
1.17	6” to 10” Diameter CCTV Inspection	LF	$1.25	$1.00
1.18	12” to 16” Diameter CCTV Inspection	LF	$1.25	$1.00
1.19	18” to 21” Diameter CCTV Inspection	LF	$1.25	$1.00
1.20	24” to 27” Diameter CCTV Inspection	LF	$1.25	$1.00
1.21	30” to 32” Diameter CCTV Inspection	LF	$2.00	$1.00
1.22	36” to 38" Diameter CCTV Inspection	LF	$2.00	$1.00
1.23	42" to 48" Diameter CCTV Inspection	LF	$2.00	$1.00
1.24	54" to 60" Diameter CCTV Inspection	LF	$2.00	$1.00
LATERAL SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit		
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	$1,000.00	$2,625.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	$200.00	$50.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	$3.00	$65.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	$85.00	$105.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	$3.00	$65.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	$200.00	$920.00

LARGE DIAMETER SEWER LINE INSPECTION AND SONAR AND LASER PROFILING				
Item No.	Item Description	Unit		
3.00	Mobilization for Large Diameter Sewer Line Inspection (Each Work Order)	LS	$1,500.00	$10,000.00
3.01	≥18" Diameter Large Dia. Sewer Line Inspection	LF	$5.25	$25.00

MANHOLE CLEANING AND INSPECTION				
Item No.	Item Description	Unit		
4.00	Mobilization for Manhole Cleaning and Inspection (Each Work Order)	LS	$750.00	$2,750.00
4.01	Manhole Cleaning	EA	$40.00	$465.00
4.02	Manhole Inspection	EA	$75.00	$250.00

FOAMING ROOT CONTROL				
Item No.	Item Description	Unit		
5.00	Mobilization for Foaming Root Control (Each Work Order)	LS	$1,575.00	$7,500.00
5.01	8" to 12" Diameter Foaming Root Control	LF	$1.30	$3.50
5.02	14" to 18" Diameter Foaming Root Control	LF	$1.45	$6.50

SMOKE TESTING				
Item No.	Item Description	Unit		
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	$2,100.00	$2,325.00
6.01	8" to 12" Diameter Smoke Testing	LF	$0.46	$0.49
6.02	14" to 18" Diameter Smoke Testing	LF	$0.46	$0.49
6.03	20" to 30" Diameter Smoke Testing	LF	$0.46	$0.49

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES				
Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)				
Item No.	Item Description	Unit		
7.00	Operator and TV Truck	HR	$190.00	$245.00
7.01	Operator and Jetter Unit	HR	$175.00	$175.00
7.02	Operator and Jetter/Combo Unit	HR	$190.00	$210.00
7.03	Operator and Jumbo Jetter/Combo Unit	HR	$205.00	$250.00
7.04	Operator and Wet Vacuum	HR	$175.00	$210.00
7.05	Operator and Dry Vacuum	HR	$185.00	$210.00
7.06	Operator and Waterblaster	HR	$185.00	$600.00
7.07	Operator and Bucket Machines	HR	$280.00	$500.00
7.08	2-Operators, TV Truck, and Jetter Unit	HR	$280.00	$315.00
7.09	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$320.00	$350.00
7.10	Additional Laborer	HR	$90.00	$135.00
7.11	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$25.00
	Overtime Rates			
7.12	Operator and TV Truck	HR	$195.00	$295.00
7.13	Operator and Jetter Unit	HR	$180.00	$225.00
7.14	Operator and Jetter/Combo Unit	HR	$200.00	$260.00
7.15	Operator and Jumbo Jetter/Combo Unit	HR	$225.00	$300.00
7.16	Operator and Wet Vacuum	HR	$175.00	$260.00
7.17	Operator and Dry Vacuum	HR	$195.00	$260.00
7.18	Operator and Waterblaster	HR	$195.00	$700.00
7.19	Operator and Bucket Machines	HR	$300.00	$800.00

7.20	2-Operators, TV Truck, and Jetter Unit	HR	$310.00	$415.00
7.21	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$360.00	$450.00
7.22	Additional Laborer	HR	$100.00	$185.00
7.23	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$25.00
	Accessories			
7.24	Powdered Lime	LBS	$2.50	$2.75
7.25	6-Inch Plastic Vacuum Hose	100' Roll	$150.00	$250.00
7.26	6-Inch Metal Flex Hose	LF	$13.50	$35.00
7.27	Confined Space Equipment - Tripod, Gas Detector, Etc.	DAY	$135.00	$100.00
7.28	Hurricane Nozzle	HR	$27.00	$250.00

LINING OF EXISTING SEWERS - CIPP

Item No.	Item Description	Unit		
8.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	$8,000.00	$9,015.00
8.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	$26.25	$25.25
8.02	8" Diameter (7.5 mm Liner Thickness) CIPP	LF	$27.00	$27.75
8.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	$28.25	$29.90
8.04	10" Diameter (7.5 mm Liner Thickness) CIPP	LF	$30.00	$32.45
8.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	$38.25	$35.50
8.06	12" Diameter (7.5 mm Liner Thickness) CIPP	LF	$41.00	$38.00
8.07	12" Diameter (9.0 mm Liner Thickness) CIPP	LF	$43.00	$48.30
8.08	12" Diameter (10.5 mm Liner Thickness) CIPP	LF	$48.00	$51.40
8.09	12" Diameter (12.0 mm Liner Thickness) CIPP	LF	$53.00	$53.25
8.10	15" Diameter (7.5 mm Liner Thickness) CIPP	LF	$74.00	$47.00
8.11	15" Diameter (9.0 mm Liner Thickness) CIPP	LF	$77.00	$61.00
8.12	15" Diameter (10.5 mm Liner Thickness) CIPP	LF	$80.00	$64.75
8.13	15" Diameter (12.0 mm Liner Thickness) CIPP	LF	$82.00	$67.75
8.14	18" Diameter (9.0 mm Liner Thickness) CIPP	LF	$86.00	$68.25
8.15	18" Diameter (10.5 mm Liner Thickness) CIPP	LF	$89.00	$73.50
8.16	18" Diameter (12.0 mm Liner Thickness) CIPP	LF	$95.00	$76.75
8.17	18" Diameter (13.5 mm Liner Thickness) CIPP	LF	$108.00	$102.00

CIPP POINT REPAIRS (5-FOOT LONG)

Item No.	Item Description	Unit		
9.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	$2,000.00	$5,100.00
9.01	8" Diameter CIPP Point Repair	EA	$1,600.00	$3,565.00
9.02	10" Diameter CIPP Point Repair	EA	$1,700.00	$3,580.00
9.03	12" Diameter CIPP Point Repair	EA	$1,800.00	$4,760.00
9.04	15" Diameter CIPP Point Repair	EA	$2,000.00	$6,155.00
9.05	18" Diameter CIPP Point Repair	EA	$4,500.00	$6,510.00

LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE				
Item No.	Item Description	Unit		
10.00	Mobilization for Thermoform CIPP (Each Work Order)	LS	$4,000.00	$15,000.00
10.01	8" Diameter Thermoform CIPP	LF	$35.00	$52.00
10.02	10" Diameter Thermoform CIPP	LF	$50.00	$75.00
10.03	12" Diameter Thermoform CIPP	LF	$75.00	$110.00
10.04	15" Diameter Thermoform CIPP	LF	$125.00	$175.00
10.05	18" Diameter Thermoform CIPP	LF	$165.00	$220.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)				
Item No.	Item Description	Unit		
11.00	Mobilization for GRP CIPP (Each Work Order)	LS	$4,000.00	$8,800.00
11.01	8" Diameter GRP CIPP	LF	$40.00	$55.00
11.02	10" Diameter GRP CIPP	LF	$43.00	$61.00
11.03	12" Diameter GRP CIPP	LF	$60.00	$85.00
11.04	15" Diameter GRP CIPP	LF	$80.00	$125.00
11.05	18" Diameter GRP CIPP	LF	$90.00	$150.00

LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)				
Item No.	Item Description	Unit		
12.00	Mobilization for CCCP (Each Work Order)	LS	$3,000.00	$4,000.00
12.01	36" Diameter CCCP	LF	$325.00	$415.00
12.02	38" Diameter CCCP	LF	$345.00	$450.00
12.03	42" Diameter CCCP	LF	$380.00	$500.00
12.04	48" Diameter CCCP	LF	$435.00	$550.00
12.05	54" Diameter CCCP	LF	$485.00	$620.00
12.06	60" Diameter CCCP	LF	$540.00	$700.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)				
Item No.	Item Description	Unit		
13.00	Mobilization for Trenchless LCR (Each Work Order)	LS	$2,500.00	$3,850.00
13.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	$500.00	$660.00
13.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,375.00	$1,775.00
13.03	Ambient Steam Cured LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$3,500.00	$4,675.00
13.04	Additional Steam Cured Lateral Liner – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	LF	$175.00	$250.00
13.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,375.00	$1,775.00
13.06	UV Light Cured LCR - 15" to 21" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$4,000.00	$4,675.00
13.07	Additional UV Light Cured Lateral Liner – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	LF	$175.00	$250.00
13.08	Lateral Liner Terminating in Manhole, 4" to 6" Diameter	EA	$1,850.00	$2,750.00
13.09	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	EA	$1,000.00	$1,650.00
13.10	Mainline Manhole Drops, 8" to 12" Diameter	EA	$4,500.00	$5,500.00

PRESSURE TESTING AND GROUTING OF SEWER LINE JOINTS				
Item No.	Item Description	Unit		
14.00	Mobilization for Sewer Joint Testing and Grouting (Each Work Order)	LS	$750.00	$2,625.00
14.01	Testing of 8" Diameter Pipe Joints	EA	$50.00	$52.00
14.02	Testing of 10" Diameter Pipe Joints	EA	$50.00	$56.00
14.03	Testing of 12" Diameter Pipe Joints	EA	$50.00	$61.25
14.04	Grouting of 8" Diameter Pipe Joints	EA	$30.00	$5.00
14.05	Grouting of 10" Diameter Pipe Joints	EA	$30.00	$5.00
14.06	Grouting of 12" Diameter Pipe Joints	EA	$30.00	$5.00
14.07	Testing Lateral Connections on an 8" Diameter Sewer Main	EA	$425.00	$580.00
14.08	Testing Lateral Connections on a 10" Diameter Sewer Main	EA	$425.00	$580.00
14.09	Testing Lateral Connections on a 12" Diameter Sewer Main	EA	$425.00	$580.00
14.10	Grouting Lateral Connections on an 8" Diameter Sewer Main	EA	$100.00	$10.00
14.11	Grouting Lateral Connections on a 10" Diameter Sewer Main	EA	$100.00	$10.00
14.12	Grouting Lateral Connections on a 12" Diameter Sewer Main	EA	$100.00	$10.00
14.13	Testing of Small Diameter Sewer Lines Connected to Manholes	EA	$425.00	$575.00
14.14	Grouting of Small Diameter Sewer Lines Connected to Manholes	EA	$100.00	$25.00
14.15	Injectable Urethane Grout	GAL	$12.00	$185.00
14.16	Injectable Acrylamide Grout	GAL	$12.00	$12.00

MANHOLE FRAME AND COVER REPLACEMENT				
Item No.	Item Description	Unit		
15.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	$675.00	$1,650.00
15.01	Frame and Cover Under Arterial Street (Material)	EA	$410.00	$905.00
15.02	Frame and Cover Not Under Arterial Street (Material)	EA	$340.00	$305.00
15.03	Under Turf (Installation)	EA	$775.00	$880.00
15.04	Under Alleyway (Installation)	EA	$875.00	$1,100.00
15.05	Under Pavement (Installation)	EA	$2,075.00	$2,200.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS				
Item No.	Item Description	Unit		
16.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	$3,000.00	$3,260.00
16.01	Cementitious (Type 1 Portland Cement) Lining	SF	$13.00	$22.00
16.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	$14.50	$28.00
16.03	Cementitious Lining with Antimicrobial Additive	SF	$16.00	$23.20
16.04	Epoxy Lining	SF	$19.00	$45.00
16.05	Cementitious & Epoxy Lining	SF	$33.00	$55.60
	CIPP End Seals			
16.06	Mobilization for CIPP End Seals (Each Work Order)	LS	$2,000.00	$5,100.00
16.07	8" Diameter CIPP End Seal	EA	$600.00	$600.00
16.08	10" Diameter CIPP End Seal	EA	$650.00	$700.00
16.09	12" Diameter CIPP End Seal	EA	$700.00	$800.00
16.10	15" Diameter CIPP End Seal	EA	$750.00	$900.00
16.11	18" Diameter CIPP End Seal	EA	$900.00	$1,000.00

FLEXIBLE MANHOLE CHIMNEY SEALANT				
Item No.	Item Description	Unit		
17.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	$1,500.00	$3,850.00
17.01	Chimney Sealant	SF	$150.00	$125.00

MANHOLE RENOVATION USING CIPM				
Item No.	Item Description	Unit		
18.00	Mobilization for CIPM Renovation (Each Work Order)	LS	$2,500.00	$3,895.00
18.01	4' Diameter CIPM (Up to 6' Deep)	EA	$3,900.00	$4,200.00
18.02	4' Diameter CIPM Extra Depth	VF	$650.00	$700.00
18.03	5' Diameter CIPM (Up to 6' Deep)	EA	$6,000.00	$5,490.00
18.04	5' Diameter CIPM Extra Depth	VF	$1,000.00	$915.00
18.05	6' Diameter CIPM (Up to 6' Deep)	EA	$7,500.00	$6,090.00
18.06	6" Diameter CIPM Extra Depth	VF	$1,250.00	$1,015.00

MANHOLE GROUTING				
Item No.	Item Description	Unit		
19.00	Mobilization for MH Grouting (Each Work Order)	LS	$750.00	$2,320.00
19.01	Setup Per Manhole	EA	$100.00	$10.00
19.02	Manhole Grouting Labor, Including Operators and Equipment	HR	$260.00	$275.00
19.03	Injectable Grout	GAL	$12.00	$12.00

OPEN CUT SEWER LINE WORK 8" THROUGH 12" DIAMETER				
Item No.	Item Description	Unit		
20.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	$675.00	$1,650.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line			
20.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$1,750.00	$2,200.00
20.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$108.00	$82.50
20.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,475.00
20.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$120.00	$110.00
20.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,100.00	$3,850.00
20.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$170.00	$220.00
20.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,615.00	$2,475.00
20.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$140.00	$110.00
20.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$3,075.00	$2,750.00
20.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$165.00	$140.00
20.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,050.00	$4,400.00
20.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$240.00	$250.00
20.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,050.00	$4,125.00
20.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$240.00	$250.00
20.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,675.00
20.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$250.00	$275.00
20.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$5,700.00	$6,875.00
20.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$375.00	$385.00

	Installation of New 8" and 10" Diameter Sewer Line			
20.19	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$77.50	$85.00
20.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$82.75	$110.00
20.21	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$124.00	$165.00
20.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$93.00	$95.00
20.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$110.00	$125.00
20.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$165.00	$176.00
20.25	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$145.00	$205.00
20.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$155.00	$235.00
20.27	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$215.00	$286.00
20.28	Open Trench Stream Crossing for an 8" or 10" Dia. Sewer Line (Min. 20')	LF	$235.00	$275.00
	Point Repair for 12" Diameter Existing Sewer Line			
20.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$1,725.00	$2,420.00
20.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$112.00	$95.00
20.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$2,695.00
20.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$130.00	$125.00
20.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,300.00	$4,070.00
20.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$190.00	$235.00
20.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,600.00	$2,695.00
20.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$155.00	$125.00
20.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,900.00	$2,970.00
20.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$170.00	$150.00
20.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$3,600.00	$4,620.00
20.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$260.00	$260.00
20.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,000.00	$4,400.00
20.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$250.00	$260.00
20.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,950.00
20.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$285.00	$290.00
20.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,200.00	$7,150.00
20.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$405.00	$400.00
	Installation of New 12" Diameter Sewer Line			
20.47	New 12" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$83.00	$95.00
20.48	New 12" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$103.00	$125.00
20.49	New 12" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$145.00	$180.00
20.50	New 12" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$100.00	$105.00
20.51	New 12" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$130.00	$135.00
20.52	New 12" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$165.00	$190.00
20.53	New 12" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$175.00	$215.00
20.54	New 12" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$200.00	$245.00
20.55	New 12" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$250.00	$300.00
20.56	Open Trench Stream Crossing for a 12" Dia. Sewer Line (Min. 20')	LF	$285.00	$330.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER				
Item No.	Item Description	Unit		
21.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS	$675.00	$1,650.00
	Point Repair for 15" Diameter Existing Sewer Line			
21.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,750.00
21.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$125.00	$125.00
21.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$3,025.00
21.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$140.00	$150.00
21.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$2,850.00	$4,400.00
21.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$195.00	$260.00
21.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,625.00	$3,025.00
21.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$130.00	$150.00
21.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,875.00	$3,300.00
21.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$185.00	$176.00
21.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$3,750.00	$4,950.00
21.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$250.00	$290.00
21.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$3,550.00	$4,730.00
21.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$360.00	$290.00
21.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$3,650.00	$5,280.00
21.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$365.00	$315.00
21.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,300.00	$7,480.00
21.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$355.00	$425.00
	Installation of New 15" Diameter Sewer Line			
21.19	New 15" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$34.00	$110.00
21.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$115.00	$140.00
21.21	New 15" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$165.00	$195.00
21.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$110.00	$125.00
21.23	New 15" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$140.00	$150.00
21.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$175.00	$205.00
21.25	New 15" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$185.00	$235.00
21.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$210.00	$260.00
21.27	New 15" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$260.00	$315.00
21.28	Open Trench Creek Crossing for a 15" Dia. Sewer Line (Min. 20')	LF	$315.00	$385.00
	Point Repair for 18" Diameter Existing Sewer Line			
21.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$2,600.00	$3,300.00
21.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$155.00	$180.00
21.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,600.00	$3,575.00
21.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$180.00	$215.00
21.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,150.00	$4,950.00
21.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$235.00	$315.00
21.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,625.00	$3,575.00
21.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$185.00	$205.00
21.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,835.00	$3,850.00

21.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$210.00	$235.00
21.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,300.00	$5,500.00
21.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$295.00	$345.00
21.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,300.00	$5,280.00
21.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$300.00	$345.00
21.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,725.00	$5,830.00
21.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$325.00	$370.00
21.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$5,400.00	$8,030.00
21.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$355.00	$480.00
	Installation of New 18" Diameter Sewer Line			
21.47	New 18" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$110.00	$140.00
21.48	New 18" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$130.00	$165.00
21.49	New 18" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$150.00	$220.00
21.50	New 18" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$125.00	$150.00
21.51	New 18" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$155.00	$180.00
21.52	New 18" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$195.00	$235.00
21.53	New 18" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$195.00	$260.00
21.54	New 18" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$225.00	$290.00
21.55	New 18" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$175.00	$345.00
21.56	Open Trench Creek Crossing for an 18" Dia. Sewer Line (Min. 20')	LF	$365.00	$415.00

OPEN CUT LATERAL SEWER LINE WORK

Item No.	Item Description	Unit		
22.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS	$675.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main			
22.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA	$2,275.00	$1,980.00
22.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA	$2,575.00	$2,750.00
22.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA	$3,625.00	$4,400.00
22.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,700.00	$2,200.00
22.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,200.00	$2,970.00
22.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,100.00	$4,620.00
22.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA	$4,700.00	$3,630.00
22.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA	$5,175.00	$4,400.00
22.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,950.00	$6,600.00
22.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$675.00	$1,100.00
	Connection Repair (4" and 6" Dia.) on a 12" Diameter Sewer Main			
22.11	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Turf	EA	$2,300.00	$2,255.00
22.12	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Turf	EA	$2,800.00	$3,025.00
22.13	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Turf	EA	$4,100.00	$4,675.00
22.14	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Alleyway	EA	$3,050.00	$2,475.00
22.15	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,350.00	$3,245.00
22.16	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,900.00	$4,895.00
22.17	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Pavement	EA	$5,300.00	$3,905.00
22.18	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Pavement	EA	$5,775.00	$4,675.00

22.19	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Pavement	EA	$7,770.00	$6,875.00
22.20	Open Cut Lateral Connection Repair 12" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$785.00	$1,375.00
	Connection Repair (4" and 6" Dia.) on a 15" Diameter Sewer Main			
22.21	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Turf	EA	$2,200.00	$2,255.00
22.22	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Turf	EA	$2,600.00	$3,025.00
22.23	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Turf	EA	$4,000.00	$4,675.00
22.24	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,800.00	$2,475.00
22.25	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,150.00	$3,245.00
22.26	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,500.00	$4,895.00
22.27	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Pavement	EA	$3,900.00	$3,905.00
22.28	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Pavement	EA	$4,725.00	$4,675.00
22.29	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,250.00	$6,875.00
22.30	Open Cut Lateral Connection Repair 15" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$775.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 18" Diameter Sewer Main			
22.31	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Turf	EA	$2,400.00	$2,255.00
22.32	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Turf	EA	$2,700.00	$3,025.00
22.33	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Turf	EA	$4,100.00	$4,895.00
22.34	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,800.00	$2,695.00
22.35	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,100.00	$3,465.00
22.36	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,500.00	$5,115.00
22.37	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Pavement	EA	$3,900.00	$4,125.00
22.38	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Pavement	EA	$4,700.00	$4,895.00
22.39	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,250.00	$7,095.00
22.40	Open Cut Lateral Connection Repair 18" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$900.00	$1,760.00
	4" Diameter Sewer Lateral Line			
22.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$46.50	$44.00
22.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$57.00	$55.00
22.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$73.00	$85.00
22.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$67.50	$66.00
22.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$93.00	$77.00
22.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$124.00	$105.00
22.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$103.00	$110.00
22.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$114.00	$125.00
22.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$145.00	$165.00
	6" Diameter Sewer Lateral Line			
22.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$48.50	$55.00
22.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$59.00	$65.00
22.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$77.75	$95.00
22.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$62.00	$77.00
22.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$72.50	$88.00
22.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$99.00	$115.00

22.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$116.00	$125.00
22.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$119.00	$132.00
22.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$145.00	$176.00
	Service Lateral Line Cleanout			
22.59	Cleanout, 0'-6' Deep Under Turf	EA	$1,300.00	$1,650.00
22.60	Cleanout, 6'-12' Deep Under Turf	EA	$1,550.00	$1,925.00
22.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	$1,800.00	$2,200.00
22.62	Cleanout, 6'-12' Deep Under Crushed Stone	EA	$2,600.00	$2,475.00
22.63	Cleanout, 0'-6' Deep Under Pavement	EA	$2,800.00	$3,300.00
22.64	Cleanout, 6'-12' Deep Under Pavement	EA	$4,000.00	$3,850.00

INSTALLATION OF NEW MANHOLES

Item No.	Item Description	Unit		
23.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	$675.00	$2,200.00
	Lamphole			
23.01	8" Dia. Lamphole, Up to 6' Deep	EA	$3,150.00	$2,200.00
23.02	10" Dia. Lamphole, Up to 6' Deep	EA	$3,350.00	$2,475.00
	4-Foot Diameter			
23.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	$4,400.00	$5,500.00
23.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$5,000.00	$5,775.00
23.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$6,000.00	$7,150.00
23.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	$195.00	$550.00
	5-Foot Diameter			
23.07	5' Dia. Manhole Under Turf, Up to 8' Deep	EA	$6,000.00	$7,150.00
23.08	5' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$6,500.00	$7,425.00
23.09	5' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$7,500.00	$8,800.00
23.10	5' Dia. Manhole Extra Depth, > 8' Deep	FT	$300.00	$825.00
	6-Foot Diameter			
23.11	6' Dia. Manhole Under Turf, Up to 8' Deep	EA	$7,000.00	$8,250.00
23.12	6' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$7,600.00	$8,525.00
23.13	6' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$8,600.00	$9,900.00
23.14	6' Dia. Manhole Extra Depth, > 8' Deep	FT	$525.00	$1,100.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS

Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)

Item No.	Item Description	Unit		
24.00	Laborer	HR	$84.00	$110.00
24.01	Backhoe and Operator	HR	$131.00	$220.00
24.02	12,000 Lb Excavator and Operator	HR	$145.00	$220.00
24.03	18,000 Lb Excavator and Operator	HR	$165.00	$250.00
24.04	40,000 Lb Excavator and Operator	HR	$210.00	$275.00
24.05	>40,000 Lb Excavator and Operator	HR	$260.00	$305.00
24.06	Standard Dump Truck and Driver	HR	$105.00	$140.00
24.07	End Dump Truck and Driver	HR	$142.00	$165.00
	Miscellaneous Items			
24.08	Sewer Line Trench Plug	EA	$1,200.00	$2,200.00
24.09	Additional Crushed Stone Backfill	TON	$17.00	$44.00

24.10	Additional Saw Cutting Pavement, Up to 10" Thick	LF	$11.00	$10.00
24.11	Additional Concrete Pavement Replacement, 10" Thick	SF	$11.50	$15.00
24.12	Additional Curb and Gutter Replacement	LF	$31.50	$110.00
24.13	Disposal of Lead Contaminated Soil	CY	$5.00	$27.50

EASEMENT CLEARING AND GRUBBING

Item No.	Item Description	Unit		
25.00	Mobilization for Easement Clearing and Grubbing (Each Work Order)	LS	$1,100.00	$1,650.00
25.01	Laborer	HR	$85.00	$110.00
25.02	Laborer with Hand Tools	HR	$125.00	$165.00
25.03	Operator with Machine	HR	$165.00	$275.00
25.04	Hauling/Trucking and Disposal of Vegetation	HR	$115.00	$140.00

PIPE BURSTING - HORIZONTAL DIRECTIONAL BORE

Item No.	Item Description	Unit		
26.00	Mobilization for Pipe Bursting (Each Work Order)	LS	$4,000.00	$2,500.00
26.01	Setup Per Each Pipe Bursted Segment	LS	$9,000.00	$14,000.00
26.02	Pipe Bursting for 8" Dia. Pipe	LF	$160.00	$150.00
26.03	Pipe Bursting for 10" Dia. Pipe	LF	$190.00	$200.00
26.04	Pipe Bursting for 12" Dia. Pipe	LF	$225.00	$250.00

BY-PASS PUMPING

Item No.	Item Description	Unit		
27.00	Mobilization for By-Pass Pumping (Each Work Order)	LS	$4,000.00	$6,250.00
27.01	4-Inch By-Pass Pump	HR	$350.00	$1,250.00
27.02	6-Inch By-Pass Pump	HR	$475.00	$1,800.00
27.03	8-Inch By-Pass Pump	HR	$775.00	$2,400.00

TRAFFIC CONTROL

Item No.	Item Description	Unit		
28.00	Local Street Closure	EA	$775.00	$825.00
28.01	Short Duration Traffic Control for Collector or Arterial	EA	$840.00	$880.00
	Short-Term Stationary Traffic Control For Collector or Arterial			
28.02	Outside Lane Closure (1-day)	EA	$1,250.00	$1,320.00
28.03	Inside Lane Closure (1-day)	EA	$1,250.00	$1,320.00
28.04	Center Turn Lane Closure (1-day)	EA	$1,100.00	$1,155.00
28.05	Two-Lane Closure (1-day)	EA	$1,500.00	$1,625.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial			
28.06	Outside Lane Closure (Up to 3-days)	EA	$1,250.00	$1,320.00
28.07	Outside Lane Closure (Each Additional Day)	DAY	$325.00	$330.00
28.08	Inside Lane Closure (Up to 3-days)	EA	$1,250.00	$1,320.00
28.09	Inside Lane Closure (Each Additional Day)	DAY	$325.00	$330.00
28.10	Center Turn Lane Closure (Up to 3-days)	EA	$2,100.00	$2,200.00
28.11	Center Turn Lane Closure (Each Additional Day)	DAY	$650.00	$660.00
28.12	Two-Lane Closure (Up to 3-days)	EA	$2,100.00	$2,200.00
28.13	Two-Lane Closure (Each Additional Day)	DAY	$750.00	$770.00

PERFORMANCE AND PAYMENT BOND	**% of Work Order**	1.0	1.5

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CONCEPTUAL WORK ORDER NUMBER 1
2021-2023 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

					Ace Pipe Cleaning, Inc		Visu-Sewer of Missouri, LLC	
					Kansas City, MO		E. St. Louis, IL	
SEWER LINE CLEANING AND CCTV INSPECTION								
Item No.	Item Description	Unit	Quantity		Unit Price	Extended Total	Unit Price	Extended Total
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	1.00		$1,000.00	$1,000.00	$2,625.00	$2,625.00
	Light Cleaning (Up to 3 Cleaning Passes)							
1.01	6” to 10” Diameter Light Cleaning	LF	20,000.00		$1.00	$20,000.00	$0.84	$16,800.00
1.02	12” to 16” Diameter Light Cleaning	LF	7,000.00		$1.00	$7,000.00	$0.84	$5,880.00
1.03	18” to 21” Diameter Light Cleaning	LF	4,000.00		$1.25	$5,000.00	$0.84	$3,360.00
1.04	24” to 27” Diameter Light Cleaning	LF	2,000.00		$2.00	$4,000.00	$1.30	$2,600.00
	Heavy Cleaning (4 to 10 Cleaning Passes)							
1.09	6” to 10” Diameter Heavy Cleaning	LF	5,000.00		$1.10	$5,500.00	$2.05	$10,250.00
1.10	12” to 16” Diameter Heavy Cleaning	LF	1,750.00		$1.80	$3,150.00	$2.45	$4,287.50
1.11	18” to 21” Diameter Heavy Cleaning	LF	1,000.00		$5.00	$5,000.00	$5.85	$5,850.00
1.12	24” to 27” Diameter Heavy Cleaning	LF	500.00		$12.00	$6,000.00	$5.85	$2,925.00
	CCTV Inspection (PACP Compliant)							
1.17	6” to 10” Diameter CCTV Inspection	LF	20,000.00		$1.25	$25,000.00	$1.00	$20,000.00
1.18	12” to 16” Diameter CCTV Inspection	LF	7,000.00		$1.25	$8,750.00	$1.00	$7,000.00
1.19	18” to 21” Diameter CCTV Inspection	LF	4,000.00		$1.25	$5,000.00	$1.00	$4,000.00
1.20	24” to 27” Diameter CCTV Inspection	LF	2,000.00		$1.25	$2,500.00	$1.00	$2,000.00
LATERAL SEWER LINE CLEANING AND CCTV INSPECTION								
Item No.	Item Description	Unit	Quantity					
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	1.00		$1,000.00	$1,000.00	$2,625.00	$2,625.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	50.00		$200.00	$10,000.00	$50.00	$2,500.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	1,000.00		$3.00	$3,000.00	$65.00	$65,000.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	150.00		$85.00	$12,750.00	$105.00	$15,750.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	1,000.00		$3.00	$3,000.00	$65.00	$65,000.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	10.00		$200.00	$2,000.00	$920.00	$9,200.00
SMOKE TESTING								
Item No.	Item Description	Unit	Quantity					
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	1.00		$2,100.00	$2,100.00	$2,325.00	$2,325.00
6.01	8" to 12" Diameter Smoke Testing	LF	25,000.00		$0.46	$11,500.00	$0.49	$12,250.00
6.02	14" to 18" Diameter Smoke Testing	LF	5,000.00		$0.46	$2,300.00	$0.49	$2,450.00
6.03	20" to 30" Diameter Smoke Testing	LF	2,500.00		$0.46	$1,150.00	$0.49	$1,225.00
LINING OF EXISTING SEWERS - CIPP								
Item No.	Item Description	Unit	Quantity					
8.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	1.00		$8,000.00	$8,000.00	$9,015.00	$9,015.00
8.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	7,000.00		$26.25	$183,750.00	$25.25	$176,750.00
8.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	2,000.00		$28.25	$56,500.00	$29.90	$59,800.00
8.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	1,000.00		$38.25	$38,250.00	$35.50	$35,500.00

CIPP POINT REPAIRS (5-FOOT LONG)							
Item No.	Item Description	Unit	Quantity				
9.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	1.00	$2,000.00	$2,000.00	$5,100.00	$5,100.00
9.01	8" Diameter CIPP Point Repair	EA	10.00	$1,600.00	$16,000.00	$3,565.00	$35,650.00
9.02	10" Diameter CIPP Point Repair	EA	10.00	$1,700.00	$17,000.00	$3,580.00	$35,800.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)							
Item No.	Item Description	Unit	Quantity				
11.00	Mobilization for GRP CIPP (Each Work Order)	LS	1.00	$4,000.00	$4,000.00	$8,800.00	$8,800.00
11.01	8" Diameter GRP CIPP	LF	1,000.00	$40.00	$40,000.00	$55.00	$55,000.00
11.02	10" Diameter GRP CIPP	LF	1,000.00	$43.00	$43,000.00	$61.00	$61,000.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)							
Item No.	Item Description	Unit	Quantity				
13.00	Mobilization for Trenchless LCR (Each Work Order)	LS	1.00	$2,500.00	$2,500.00	$3,850.00	$3,850.00
13.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	30.00	$500.00	$15,000.00	$660.00	$19,800.00
13.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	50.00	$1,375.00	$68,750.00	$1,775.00	$88,750.00
13.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	50.00	$1,375.00	$68,750.00	$1,775.00	$88,750.00

MANHOLE FRAME AND COVER REPLACEMENT							
Item No.	Item Description	Unit	Quantity				
15.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
15.01	Frame and Cover Under Arterial Street (Material)	EA	5.00	$410.00	$2,050.00	$905.00	$4,525.00
15.02	Frame and Cover Not Under Arterial Street (Material)	EA	15.00	$340.00	$5,100.00	$305.00	$4,575.00
15.03	Under Turf (Installation)	EA	10.00	$775.00	$7,750.00	$880.00	$8,800.00
15.04	Under Alleyway (Installation)	EA	5.00	$875.00	$4,375.00	$1,100.00	$5,500.00
15.05	Under Pavement (Installation)	EA	5.00	$2,075.00	$10,375.00	$2,200.00	$11,000.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS							
Item No.	Item Description	Unit	Quantity				
16.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	1.00	$3,000.00	$3,000.00	$3,260.00	$3,260.00
16.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	600.00	$14.50	$8,700.00	$28.00	$16,800.00
16.03	Cementitious Lining with Antimicrobial Additive	SF	1,200.00	$16.00	$19,200.00	$23.20	$27,840.00
16.05	Cementitious & Epoxy Lining	SF	600.00	$33.00	$19,800.00	$55.60	$33,360.00

FLEXIBLE MANHOLE CHIMNEY SEALANT							
Item No.	Item Description	Unit	Quantity				
17.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	1.00	$1,500.00	$1,500.00	$3,850.00	$3,850.00
17.01	Chimney Sealant	SF	65.00	$150.00	$9,750.00	$125.00	$8,125.00

MANHOLE RENOVATION USING CIPM							
Item No.	Item Description	Unit	Quantity				
18.00	Mobilization for CIPM Renovation (Each Work Order)	LS	1.00	$2,500.00	$2,500.00	$3,895.00	$3,895.00
18.01	4' Diameter CIPM (Up to 6' Deep)	EA	5.00	$3,900.00	$19,500.00	$4,200.00	$21,000.00
18.02	4' Diameter CIPM Extra Depth	VF	15.00	$650.00	$9,750.00	$700.00	$10,500.00

MANHOLE GROUTING							
Item No.	Item Description	Unit	Quantity				
19.00	Mobilization for MH Grouting (Each Work Order)	LS	1.00	$750.00	$750.00	$2,320.00	$2,320.00
19.01	Setup Per Manhole	EA	15.00	$100.00	$1,500.00	$10.00	$150.00
19.02	Manhole Grouting Labor, Including Operators and Equipment	HR	60.00	$260.00	$15,600.00	$275.00	$16,500.00
19.03	Injectable Grout	GAL	1,000.00	$12.00	$12,000.00	$12.00	$12,000.00

OPEN CUT SEWER LINE WORK 8" THROUGH 12" DIAMETER							
Item No.	Item Description	Unit	Quantity				
20.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line						
20.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	5.00	$1,750.00	$8,750.00	$2,200.00	$11,000.00
20.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	10.00	$108.00	$1,080.00	$82.50	$825.00
20.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	5.00	$2,000.00	$10,000.00	$2,475.00	$12,375.00
20.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	10.00	$120.00	$1,200.00	$110.00	$1,100.00
20.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	5.00	$3,100.00	$15,500.00	$3,850.00	$19,250.00
20.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	10.00	$170.00	$1,700.00	$220.00	$2,200.00
20.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	10.00	$2,615.00	$26,150.00	$2,475.00	$24,750.00
20.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	50.00	$140.00	$7,000.00	$110.00	$5,500.00
20.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	10.00	$3,075.00	$30,750.00	$2,750.00	$27,500.00
20.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	50.00	$165.00	$8,250.00	$140.00	$7,000.00
20.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	10.00	$4,050.00	$40,500.00	$4,400.00	$44,000.00
20.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	50.00	$240.00	$12,000.00	$250.00	$12,500.00
20.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	10.00	$4,050.00	$40,500.00	$4,125.00	$41,250.00
20.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	50.00	$240.00	$12,000.00	$250.00	$12,500.00
20.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	10.00	$4,400.00	$44,000.00	$4,675.00	$46,750.00
20.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	50.00	$250.00	$12,500.00	$275.00	$13,750.00
20.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	10.00	$5,700.00	$57,000.00	$6,875.00	$68,750.00
20.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	50.00	$375.00	$18,750.00	$385.00	$19,250.00
	Installation of New 8" and 10" Diameter Sewer Line						
20.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	250.00	$82.75	$20,687.50	$110.00	$27,500.00
20.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	250.00	$110.00	$27,500.00	$125.00	$31,250.00
20.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	250.00	$155.00	$38,750.00	$235.00	$58,750.00
	Point Repair for 12" Diameter Existing Sewer Line						
20.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$1,725.00	$1,725.00	$2,420.00	$2,420.00
20.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$112.00	$560.00	$95.00	$475.00
20.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,200.00	$2,200.00	$2,695.00	$2,695.00
20.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$130.00	$650.00	$125.00	$625.00
20.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$3,300.00	$3,300.00	$4,070.00	$4,070.00
20.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$190.00	$950.00	$235.00	$1,175.00
20.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$2,695.00	$2,695.00
20.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$155.00	$775.00	$125.00	$625.00
20.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,900.00	$2,900.00	$2,970.00	$2,970.00
20.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$170.00	$850.00	$150.00	$750.00
20.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$3,600.00	$3,600.00	$4,620.00	$4,620.00
20.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$260.00	$1,300.00	$260.00	$1,300.00
20.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,000.00	$4,000.00	$4,400.00	$4,400.00
20.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$250.00	$1,250.00	$260.00	$1,300.00
20.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,400.00	$4,400.00	$4,950.00	$4,950.00
20.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$285.00	$1,425.00	$290.00	$1,450.00
20.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$6,200.00	$6,200.00	$7,150.00	$7,150.00
20.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$405.00	$2,025.00	$400.00	$2,000.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER							
Item No.	Item Description	Unit	Quantity				
21.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Point Repair for 15" Diameter Existing Sewer Line						
21.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$2,000.00	$2,000.00	$2,750.00	$2,750.00
21.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$125.00	$625.00	$125.00	$625.00
21.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,200.00	$2,200.00	$3,025.00	$3,025.00
21.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$140.00	$700.00	$150.00	$750.00
21.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$2,850.00	$2,850.00	$4,400.00	$4,400.00
21.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$195.00	$975.00	$260.00	$1,300.00
21.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,625.00	$2,625.00	$3,025.00	$3,025.00
21.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$130.00	$650.00	$150.00	$750.00
21.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,875.00	$2,875.00	$3,300.00	$3,300.00
21.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$185.00	$925.00	$176.00	$880.00
21.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$3,750.00	$3,750.00	$4,950.00	$4,950.00
21.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$250.00	$1,250.00	$290.00	$1,450.00
21.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$3,550.00	$3,550.00	$4,730.00	$4,730.00
21.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$360.00	$1,800.00	$290.00	$1,450.00
21.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$3,650.00	$3,650.00	$5,280.00	$5,280.00
21.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$365.00	$1,825.00	$315.00	$1,575.00
21.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$6,300.00	$6,300.00	$7,480.00	$7,480.00
21.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$355.00	$1,775.00	$425.00	$2,125.00
	Point Repair for 18" Diameter Existing Sewer Line						
21.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$3,300.00	$3,300.00
21.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$155.00	$775.00	$180.00	$900.00
21.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$3,575.00	$3,575.00
21.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$180.00	$900.00	$215.00	$1,075.00
21.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$3,150.00	$3,150.00	$4,950.00	$4,950.00
21.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$235.00	$1,175.00	$315.00	$1,575.00
21.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,625.00	$2,625.00	$3,575.00	$3,575.00
21.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$185.00	$925.00	$205.00	$1,025.00
21.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,835.00	$2,835.00	$3,850.00	$3,850.00
21.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$210.00	$1,050.00	$235.00	$1,175.00
21.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$4,300.00	$4,300.00	$5,500.00	$5,500.00
21.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$295.00	$1,475.00	$345.00	$1,725.00
21.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,300.00	$4,300.00	$5,280.00	$5,280.00
21.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$300.00	$1,500.00	$345.00	$1,725.00
21.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,725.00	$4,725.00	$5,830.00	$5,830.00
21.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$325.00	$1,625.00	$370.00	$1,850.00
21.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$5,400.00	$5,400.00	$8,030.00	$8,030.00
21.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$355.00	$1,775.00	$480.00	$2,400.00

OPEN CUT LATERAL SEWER LINE WORK							
Item No.	Item Description	Unit	Quantity				
22.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main						
22.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA	20.00	$2,275.00	$45,500.00	$1,980.00	$39,600.00
22.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA	20.00	$2,575.00	$51,500.00	$2,750.00	$55,000.00
22.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA	20.00	$3,625.00	$72,500.00	$4,400.00	$88,000.00
22.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA	20.00	$2,700.00	$54,000.00	$2,200.00	$44,000.00
22.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA	20.00	$3,200.00	$64,000.00	$2,970.00	$59,400.00
22.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA	20.00	$4,100.00	$82,000.00	$4,620.00	$92,400.00
22.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA	20.00	$4,700.00	$94,000.00	$3,630.00	$72,600.00
22.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA	20.00	$5,175.00	$103,500.00	$4,400.00	$88,000.00
22.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA	20.00	$5,950.00	$119,000.00	$6,600.00	$132,000.00
22.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	5.00	$675.00	$3,375.00	$1,100.00	$5,500.00
	4" Diameter Sewer Lateral Line						
22.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	150.00	$46.50	$6,975.00	$44.00	$6,600.00
22.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	150.00	$57.00	$8,550.00	$55.00	$8,250.00
22.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	150.00	$73.00	$10,950.00	$85.00	$12,750.00
22.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	150.00	$67.50	$10,125.00	$66.00	$9,900.00
22.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	150.00	$93.00	$13,950.00	$77.00	$11,550.00
22.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	150.00	$124.00	$18,600.00	$105.00	$15,750.00
22.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	150.00	$103.00	$15,450.00	$110.00	$16,500.00
22.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	150.00	$114.00	$17,100.00	$125.00	$18,750.00
22.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	150.00	$145.00	$21,750.00	$165.00	$24,750.00
	6" Diameter Sewer Lateral Line						
22.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	25.00	$48.50	$1,212.50	$55.00	$1,375.00
22.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	25.00	$59.00	$1,475.00	$65.00	$1,625.00
22.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	25.00	$77.75	$1,943.75	$95.00	$2,375.00
22.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	25.00	$62.00	$1,550.00	$77.00	$1,925.00
22.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	25.00	$72.50	$1,812.50	$88.00	$2,200.00
22.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	25.00	$99.00	$2,475.00	$115.00	$2,875.00
22.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	25.00	$116.00	$2,900.00	$125.00	$3,125.00
22.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	25.00	$119.00	$2,975.00	$132.00	$3,300.00
22.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	25.00	$145.00	$3,625.00	$176.00	$4,400.00
	Service Lateral Line Cleanout						
22.59	Cleanout, 0'-6' Deep Under Turf	EA	5.00	$1,300.00	$6,500.00	$1,650.00	$8,250.00
22.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	5.00	$1,800.00	$9,000.00	$2,200.00	$11,000.00
22.63	Cleanout, 0'-6' Deep Under Pavement	EA	5.00	$2,800.00	$14,000.00	$3,300.00	$16,500.00

INSTALLATION OF NEW MANHOLES							
Item No.	Item Description	Unit	Quantity				
23.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	1.00	$675.00	$675.00	$2,200.00	$2,200.00
	4-Foot Diameter						
23.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	5.00	$4,400.00	$22,000.00	$5,500.00	$27,500.00
23.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	5.00	$5,000.00	$25,000.00	$5,775.00	$28,875.00
23.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	5.00	$6,000.00	$30,000.00	$7,150.00	$35,750.00
23.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	20.00	$195.00	$3,900.00	$550.00	$11,000.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS							
Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account							
Item No.	Item Description	Unit	Quantity				
	Miscellaneous Items						
24.08	Sewer Line Trench Plug	EA	5.00	$1,200.00	$6,000.00	$2,200.00	$11,000.00
24.09	Additional Crushed Stone Backfill	TON	200.00	$17.00	$3,400.00	$44.00	$8,800.00
24.11	Additional Concrete Pavement Replacement, 10" Thick	SF	200.00	$11.50	$2,300.00	$15.00	$3,000.00
24.12	Additional Curb and Gutter Replacement	LF	100.00	$31.50	$3,150.00	$110.00	$11,000.00
24.13	Disposal of Lead Contaminated Soil	CY	200.00	$5.00	$1,000.00	$27.50	$5,500.00

TRAFFIC CONTROL							
Item No.	Item Description	Unit	Quantity				
28.00	Local Street Closure	EA	2.00	$775.00	$1,550.00	$825.00	$1,650.00
28.01	Short Duration Traffic Control for Collector or Arterial	EA	2.00	$840.00	$1,680.00	$880.00	$1,760.00
	Short-Term Stationary Traffic Control For Collector or Arterial						
28.02	Outside Lane Closure (1-day)	EA	1.00	$1,250.00	$1,250.00	$1,320.00	$1,320.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial						
28.08	Inside Lane Closure (Up to 3-days)	EA	1.00	$1,250.00	$1,250.00	$1,320.00	$1,320.00
28.10	Center Turn Lane Closure (Up to 3-days)	EA	1.00	$2,100.00	$2,100.00	$2,200.00	$2,200.00
28.12	Two-Lane Closure (Up to 3-days)	EA	1.00	$2,100.00	$2,100.00	$2,200.00	$2,200.00

CONCEPTUAL WORK ORDER SUBTOTAL		$2,395,086.25		$2,805,997.50
PERFORMANCE AND PAYMENT BOND (PERCENT AND AMOUNT)	1.0	$23,950.86	1.5	$42,089.96
TOTAL CONCEPTUAL WORK ORDER AMOUNT		**$2,419,037.11**		**$2,848,087.46**

This is to certify that at 11:00 am on January 13, 2021 in the 4th Floor Conference Room of the office of the City of Joplin, MO., the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.

By _____
John Briggs, P.E.

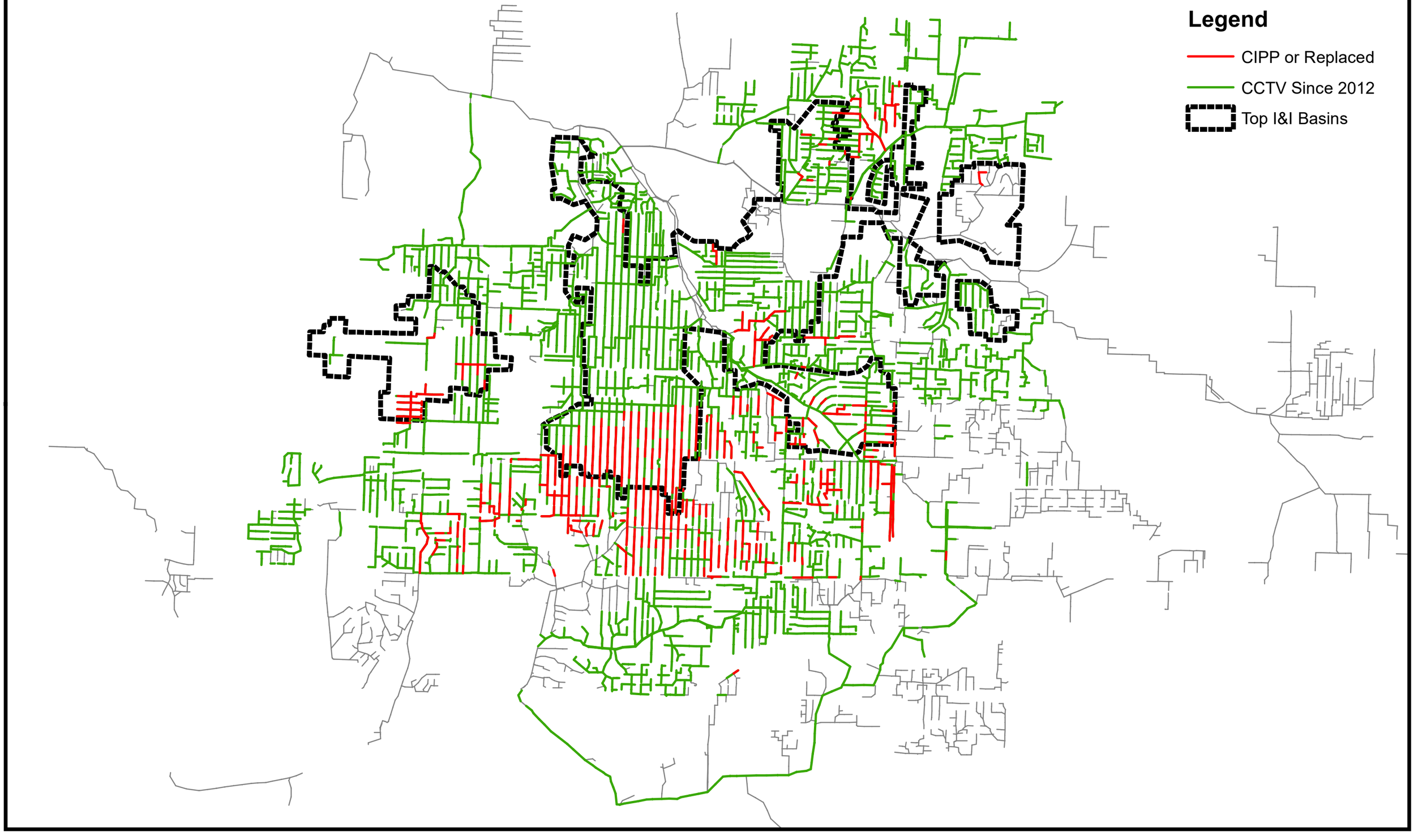


Exhibit Map 1

COUNCIL BILL NO. 2021-112 **ORDINANCE NO**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," 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, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-112

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-114
An Agreement to accept the City Transfer Station Proposal

MEETING DATE
March 1, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2021-114 Ordinance; WCA Agreement, Bid Sheet

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement between the City of Joplin and WCA for the City Transfer Station Proposal

BACKGROUND
This Council Bill approves an agreement with WCA for the Transfer Station. The current agreement will expire on March 31, 2021. There were a couple of extensions leading to this point. This agreement provides Joplin Citizens a place to take Bulky and household items to dispose of. They may also haul limbs and brush to this location. The city subsidizes the citizens at 50% of the loads listed. Citizens are not allowed to dispose of leaves/grass clippings as part of this agreement, there is a designated location for these items at the city compost facility located at the Turkey creek Wastewater Treatment Facility 3457 W. Eddy Lane. Tree limbs can be taken to the city repository site located at 1702 N. Shifferdecker for free during the city's 3rd Saturday drop-off between the months of March and October. The agreement is for three years beginning April 1, 2021 and ending March 31, 2024. The agreement can be extended for an additional two, one-year extensions if both parties agree. The city sent out a Request for Proposals and received three proposals bids that were opened on February 19, 2021. WCA was the low bidder.
This agreement provides residents an opportunity to deliver directly to the transfer station up to 2,000 pounds of bulky items, limited quantities of construction/demolition debris, brush and tree limbs, and tires. The Invitation for Bids stipulated that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. The City reserves the right to modify and amend the terms and conditions of the bid throughout the term upon written authorization of both the City and WCA. Unit prices shall be permitted to escalate no more than 2% per year.

City pays half and the resident pays half of the pricing listed below:

Bulky Items:	
Car or pick-up truck	$18.00 per load
Trailer less than 8 feet in length	$18.00 per load
Trailer 8 feet or more in length	$22.00 per load
Tires – with a limit of 5 per vehicle, per trip	$ 5.00 per tire
Limbs and Brush:	
Car or pick-up truck of limbs and/or brush	$18.00 per load
Trailer less than 8 feet in length	$18.00 per load
Trailer 8 feet or more in length	$22.00 per load

Days and Hours of Operation will be: (exclusive of certain holidays)

Monday thru Thursday: 8:00 AM till 2:30 PM (closed from 11:30 till 12:00 for lunch)
Saturday: 8:00 AM till 12:00 (noon)

FUNDING SOURCE
Solid Waste

RECOMMENDATION
Staff recommends approval of Council Bill 2021-114 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

COUNCIL BILL NO. 2021-114 ORDINANCE NO

AN ORDINANCE approving an agreement with Waste Corporation of Missouri (WCA) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing an emergency clause.

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

Whereas, since April 1, 2016 the City of Joplin has managed a bulky item drop off program at an area transfer station for authorized Joplin residents through an exclusive agreement with WCA and said agreement expires on March 31, 2021.

Whereas the City of Joplin received three responsive, sealed bids on February 19, 2021 for Transfer Station drop off and disposal services.

Whereas, the City's FY 2020-2021 budget provides for "City Wide Cleanup Program" from the Solid Waste Management Fund, and the FY 2021-2022 budget will provide for the same.

Section 1. That the said agreement by and between the City of Joplin and WCA a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City of Joplin shall be responsible for paying one-half of the bid price (s) for the disposal of certain waste delivered to the Transfer Station by the residents of the City of Joplin.

Section 3. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement by and on behalf of the City of Joplin.

Section 4. Staff recommends approval of Council Bill 2021-114 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-114

I hereby certify that a sufficient amount of funding is available in the Solid Waste Fund for disposal services called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

COST ANALYSIS								
	Load Type	Price per load up to 2000 lbs. in a car or pick-up truck	Price per load up to 2000 lbs. for a trailer less than 8-ft in length	Price per load up to 2000 lbs. for a trailer 8-ft or more in length	Tires- with a limit of 5 per vehicle per trip	For a pickup truck or car with pu to 2000 lbs of limb and or brush	For a trailer less than 8-ft. in length up to 2000 lbs.	For a trailer 8-ft or more up to 2000 lbs.
WCA	Price Per Load (A)	$18.00	$18.00	$22.00	$5.00	$18.00	$18.00	$22.00
WCA	Estimated Average Monthly Loads (B)	22	22	112	2	1	1	1
WCA	Estimated Average Monthly Cost (A x B)	$396.00	$396.00	$2,464.00	$10.00	$18.00	$18.00	$22.00
WCA								$3,324.00
Allied	Price Per Load (A)	$20.60	$22.00	$29.00	$9.30	$35.00	$36.00	$50.00
Allied	Estimated Average Monthly Loads (B)	22	22	112	2	1	1	1
Allied	Estimated Average Monthly Cost (A x B)	$453.20	$484.00	$3,248.00	$18.60	$35.00	$36.00	$50.00
Allied								$4,324.80
Joradn	Price Per Load (A)	$19.00	$19.00	$25.00	$4.00	$20.00	$20.00	$30.00
Jordan	Estimated Average Monthly Loads (B)	22	22	112	2	1	1	1
Jordan	Estimated Average Monthly Cost (A x B)	$418.00	$418.00	$2,800.00	$8.00	$20.00	$20.00	$30.00
Jordan								$3,714.00

CONTRACT NO._____

ADDRESS & PHONE OF CITY	**NAME, ADDRESS & PHONE OF COMPANY**
City of Joplin, Missouri	**Waste Corporation of Missouri LLC**
602 S. Main	**2211 W. Bennet**
Joplin, MO 64801	**Springfield, MO 65807**
417-624-0820, ext. 500	**417-851-1900**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, 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 S. Main (64801), Joplin, Missouri and Waste Corporation of Missouri LLC 2211 W. Bennett Springfield, Missouri 65807 hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request for Proposal **Joplin City Services RFP: #2021-103** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated February 19, 2021 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Appendix A;

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

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents.

2. The services of the Company 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 Company in Appendix A. The term of the Agreement shall be for the period specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

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

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

6. The Company represents that Company will secure at Company's own expense; all personnel required to perform the services called for under this contract by Company. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company'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 Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company 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 Company 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 Company shall, at the option of the City become its property.** The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Company 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 Company.

8. **Assignment:** The Company 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 Company 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. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company 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 Company and processed through the City. Upon request by the City, the Company 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 Company 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 Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that 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 Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Company 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.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company 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.

17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. **Covenants:** Company 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 Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company 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.

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company 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 Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company 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 Company. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal 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

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Company 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 Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death

of any one person in a single accident or occurrence.

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

e. Notice. The Company 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.

f. 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 Company, upon 10 days written notice, to execute a contract addendum whereby the Company agrees to provide, at a price not exceeding Company'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.

21. **Liability and Indemnity:**

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

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

D. The indemnification obligations of Contractor hereunder shall not be limited by any

limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **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.

23. **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.

24. **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.

25. **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.

26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. 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 seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
David K. Hertzberg, P.E.
Director of Public Works

COMPANY

_**Waste Corporation of Missouri LLC**__
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One __X__yes _____no

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-115
An agreement for the purchase and installation of a generator at the Turkey Creek Wastewater Treatment Facility (WWTF).

MEETING DATE
March 1, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

REVIEWED BY
Director of Public Works - David Hertzberg, Director of Finance - Leslie Haase, City Attorney - Peter Edwards, City Manager – Nicholas Edwards

ATTACHMENTS
CB2021-115 Ordinance; Recommendation Letter from Allgeier, Martin and Associates (AMA), Agreement with Joplin Industrial Electric and Bid Tabulation.

SUMMARY
This Council Bill approves the issuance of an agreement with Joplin Industrial Electric Co. in the amount of $300,610.00 for services.

BACKGROUND
The City hired Allgeier Martin to do an analysis of what size generator was needed at the Turkey Creek WWTF. Over the past several years, new Screw Pumps were installed to carry water up to the next step of the treatment process or to put into the equalization basin. The current generator is inoperable and was installed in 1988. The city staff has been in contact with Engineers from AMA to analyze the current generator and what functions it was able to do. Following a thorough study by AMA and City staff, it was decided to upgrade the size of the generator to do certain functions that would prevent the city of having Sanitary Sewer Overflows if the plant lost power. The approval of the FY 2020-2021 Operating Budget provides for Public Works to replace the Emergency Generator for the Turkey Creek WWTF.
In accordance with the COJ procurement policy, the City advertised for bids to purchase and install the generator and received one bid from Joplin Industrial Electric Co. The decision was made to accept the bid to install the generator in the amount of $300,610.00 which is below the Engineer's estimate. This will meet the specifications requested by the Public Works Department.

FUNDING SOURCE
FY 2020-2021 budget of the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, the availability of the equipment, to be 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.

COUNCIL BILL NO. 2021-115 ORDINANCE NO.

AN ORDINANCE approving an agreement with Joplin Industrial Electric Co. in the amount of Three Hundred Thousand, Six Hundred Ten and 00/100 Dollars ($300,610.00) for the purchase and installation of a generator; authorizing the City Manager to execute on behalf of the City and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Joplin Industrial Electric Co., in the amount of Three Hundred Thousand, Six Hundred Ten and 00/100 Dollars ($300,610.00) for the purchase and installation of a generator at the Turkey Creek Wastewater Treatment Facility, a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 3. That the City manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 4. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement, the availability of equipment, to be 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, this Ordinance approves an appropriation that is budgeted.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-115

I hereby certify that a sufficient amount of funding is available in the Wastewater Fund for services called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric Co., Inc. Address: 2202 S. Prigmore Ave. Joplin, MO 64804	
Attention:		Attention: Jeff Cartright	
Department:		Phone: 417-623-3425	Fax: 417-623-1313
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Turkey Creek WWTF Generator Replacement 2021

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Hundred Thousand Six Hundred Ten and 00/100 ($300,610.00) dollars conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Bid
g. Statement of Bidder's Qualifications
h. Acknowledgment

i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Thousand Six Hundred Ten and 00/100 ($300,610.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the

date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

February 17, 2021

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Turkey Creek WWTF Generator Replacement 2021

Dear Mr. Lawson:

The bid submitted February 16th, 2021 for the above referenced project has been reviewed and we have confirmed that Joplin Industrial Electric Co. Inc. (JIE) of Joplin, Missouri is the apparent low bidder. JIE has indicated that they intend to enter into a contract with the City to construct the project. Joplin Industrial Electric Co. Inc. is not presently debarred or suspended and they appear to be capable of obtaining all necessary bonds and insurance, and to perform the work specified.

It is our recommendation that the City award the construction contract to Joplin Industrial Electric Co. Inc. in the amount of $300,610.00 for the generator replacement project.

A copy of the tabulation of bids, Notice of Award, and Agreement form for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office three (3) copies of the Notice of Award. A copy of JIE's Bid and Bid Bond have been included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution and schedule a project pre-construction conference.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla and Springfield

Tabulation of Bids

Project: **Turkey Creek WWTF Generator Replacement 2021**
Location: **Joplin, MO**

Bid Date: **2/16/2021 at 10:00:00 AM**
Engineer: **Jared Nichols, P.E.**
Eng. Est.: **$350,000**

Base Bid Items

Item No.	Description	Unit	Quantity	Joplin Industrial Electric Co., Inc. Joplin, MO Unit Price	Extended Total
1	Remove existing 350 kW generator from Turkey Creek WWTP and deliver to Lone Elm Storage facility.	LS	1	$ 7,480.00	$ 7,480.00
2	Remove existing generator pad, perform site work, construct foundation and pad for new generator.	LS	1	$ 30,977.00	$ 30,977.00
3	Provide and install generator at Turkey Creek WWTP, including all associated work required.	LS	1	$ 249,163.00	$ 249,163.00
4	Filling generator fuel tank with treated fuel, including delivery.	LS	1	$ 7,464.00	$ 7,464.00
5	All Other Work Required to Complete the Entire Project Per Plans and Specifications	LS	1	$ 5,526.00	$ 5,526.00
TOTAL BID AMOUNT					**$ 300,610.00**

This is to certify that at 10:00 am on February 16, 2021 at the City of Joplin, MO, Publics Works Department, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By: _____
Jared Nichols, P.E.

CLOSING DATE:	5-Feb-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Jeff Oliver
Demolition of all structures		LOCATION:	1215 S. Iowa Ave

COMPANY	BIDS
B & D Yardbuilders	$3,992.00
Big John's Heavy Equipment	$5,600.00
Clay Cole Trucking	$2,500.00
Gator Industrial	$2,549.00
Spalding Contractors LLC	NO BID


COUNCIL BILL 2021-351
1215 IOWA AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 351, Building Regulations

MEETING DATE
March 1, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Clay Cole Trucking to remove the structures, and any remaining debris including foundation and footings 1215 Iowa Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 20, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 22, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on February 5, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$2,549.00
Big Johns	$5,600.00
B & D Yardbuilders	$3,992.00
Clay Cole Trucking	$2,500.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Clay Cole Trucking for $2,500.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 351, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 351 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 1215 Iowa Ave. in the City of Joplin, Missouri, for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Clay Cole Trucking in the amount of Two Thousand Five Hundred 00/100 Dollars ($2,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1215 Iowa Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1215 Iowa Ave. and legally described as:

ALL OF LOT NUMBERED FOURTEEN (14) IN CAMPBELL'S NINTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	5-Feb-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Jeff Oliver
Demolition of all structures		LOCATION:	1119 S. Jackson Ave

COMPANY	BIDS
B & D Yardbuilders	$3,992.00
Big John's Heavy Equipment	$5,600.00
Clay Cole Trucking	$2,700.00
Gator Industrial	$3,189.00
Spalding Contractors LLC	NO BID


COUNCIL BILL 2021-352
1119 JACKSON AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 352, Building Regulations

MEETING DATE
March 1, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Clay Cole Trucking to remove the structures, and any remaining debris including foundation and footings 1119 Jackson Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 1, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On January 22, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on February 5, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,189.00
Big Johns	$5,600.00
B & D Yardbuilders	$3,992.00
Clay Cole Trucking	$2,700.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Clay Cole Trucking for $2,700.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 352, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 352 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 1119 Jackson Ave. in the City of Joplin, Missouri, for Two Thousand Seven Hundred and 00/100 Dollars ($2,700.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Clay Cole Trucking in the amount of Two Thousand Seven Hundred 00/100 Dollars ($2,700.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1119 Jackson Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1119 Jackson Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDREDFIFTY-ONE (151) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-505 – Approval of a new Job Description in the Health Department

MEETING DATE
March 1, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-505 Ordinance; Exhibit "A" Salary Administration Plan; Exhibit "B" Salary Administration Plan for Part-Time Seasonals; Breastfeeding Peer Counselor Coordinator Job Description

REVIEWED BY
Department Head: Leslie Haase; Health Director: Ryan Talken; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a new job description in the health department and the placement of the position in the Salary Administration Plan.

BACKGROUND
The health department has had a position called Lead Peer Counselor that falls under the WIC Grant. The grant requirements have changed and requires some additional job functions. As a result, the Lead Peer Counselor position has been eliminated and is being replaced by the new job description, Breastfeeding Peer Counselor Coordinator. The Lead Peer Counselor position is being eliminated from Range 570 in the Salary Administration Plan for Part-Time Seasonals. The new position is being placed in Range 130 of the Salary Administration Plan. The actual hourly rate will change minimally. The new position will continue to be funded by the WIC grant.

The new job description, along with placement in the Salary Administration Plan, was presented to the Personnel Board recently and was approved.

FUNDING SOURCE
This item is included in the current health department budget.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis, so the Health Department can advertise and fill this position.

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MARCH 1, 2021
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$10.594	$10.806	$11.022	$11.242	$11.467	$11.697	$11.931	$12.169	$12.413	$12.661	$12.914	$13.172	$13.436	$13.704	$13.979	$14.258	$14.543	$14.834	$15.131	$15.433		
		$22,036	$22,476	$22,926	$23,383	$23,851	$24,330	$24,816	$25,312	$25,819	$26,335	$26,861	$27,398	$27,947	$28,504	$29,076	$29,657	$30,249	$30,855	$31,472	$32,101		
110	Custodian	$11.678	$11.912	$12.150	$12.393	$12.641	$12.893	$13.151	$13.414	$13.683	$13.956	$14.235	$14.520	$14.811	$15.107	$15.409	$15.717	$16.031	$16.352	$16.679	$17.013		
	Laborer I	$24,290	$24,777	$25,272	$25,777	$26,293	$26,817	$27,354	$27,901	$28,461	$29,028	$29,609	$30,202	$30,807	$31,423	$32,051	$32,691	$33,344	$34,012	$34,692	$35,387		
	Utility Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$12.263	$12.508	$12.758	$13.014	$13.274	$13.539	$13.810	$14.086	$14.368	$14.655	$14.949	$15.247	$15.552	$15.863	$16.181	$16.504	$16.834	$17.171	$17.515	$17.865		
	Court Assistant I	$25,507	$26,017	$26,537	$27,069	$27,610	$28,161	$28,725	$29,299	$29,885	$30,482	$31,094	$31,714	$32,348	$32,995	$33,656	$34,328	$35,015	$35,716	$36,431	$37,159		
	Transit Dispatcher																						
	Transit Driver I																						
130	Automotive Service Worker	$12.875	$13.133	$13.395	$13.663	$13.936	$14.215	$14.499	$14.789	$15.085	$15.387	$15.695	$16.008	$16.329	$16.655	$16.988	$17.328	$17.675	$18.028	$18.389	$18.756		
	Breastfeeding Peer Counselor Coordinator	$26,780	$27,317	$27,862	$28,419	$28,987	$29,567	$30,158	$30,761	$31,377	$32,005	$32,646	$33,297	$33,964	$34,642	$35,335	$36,042	$36,764	$37,498	$38,249	$39,012		
	Laborer II																						
	Recreation Leader																						
	Senior Clerk																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Compliance Officer I	$13.518	$13.788	$14.064	$14.345	$14.632	$14.925	$15.223	$15.528	$15.838	$16.155	$16.478	$16.808	$17.144	$17.487	$17.837	$18.193	$18.557	$18.928	$19.307	$19.693		
	Detention Officer	$28,117	$28,679	$29,253	$29,838	$30,435	$31,044	$31,664	$32,298	$32,943	$33,602	$34,274	$34,961	$35,660	$36,373	$37,101	$37,841	$38,599	$39,370	$40,159	$40,961		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Utility Locator																						
150	Animal Control Officer	$14.195	$14.479	$14.768	$15.064	$15.365	$15.672	$15.986	$16.306	$16.632	$16.964	$17.304	$17.650	$18.003	$18.363	$18.730	$19.105	$19.487	$19.876	$20.274	$20.679		
	Court Assistant II	$29,526	$30,116	$30,717	$31,333	$31,959	$32,598	$33,251	$33,916	$34,595	$35,285	$35,992	$36,712	$37,446	$38,195	$38,958	$39,738	$40,533	$41,342	$42,170	$43,012		
	CVB Tourism & Events Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$15.650	$15.963	$16.282	$16.608	$16.940	$17.279	$17.624	$17.977	$18.336	$18.703	$19.077	$19.459	$19.848	$20.245	$20.650	$21.063	$21.484	$21.914	$22.352	$22.799		
	Automotive Mechanic I	$32,552	$33,203	$33,867	$34,545	$35,235	$35,940	$36,658	$37,392	$38,139	$38,902	$39,680	$40,475	$41,284	$42,110	$42,952	$43,811	$44,687	$45,581	$46,492	$47,422		
	Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$16.434	$16.763	$17.098	$17.440	$17.789	$18.144	$18.507	$18.878	$19.255	$19.640	$20.033	$20.434	$20.842	$21.259	$21.684	$22.118	$22.560	$23.012	$23.472	$23.941		
	Case Investigator/Contact Tracer	$34,183	$34,867	$35,564	$36,275	$37,001	$37,740	$38,495	$39,266	$40,050	$40,851	$41,669	$42,503	$43,351	$44,219	$45,103	$46,005	$46,925	$47,865	$48,822	$49,797		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.254	$17.599	$17.951	$18.310	$18.676	$19.050	$19.431	$19.819	$20.216	$20.620	$21.033	$21.453	$21.882	$22.320	$22.766	$23.222	$23.686	$24.160	$24.643	$25.136		
	Automotive Mechanic II	$35,888	$36,606	$37,338	$38,085	$38,846	$39,624	$40,416	$41,224	$42,049	$42,890	$43,749	$44,622	$45,515	$46,426	$47,353	$48,302	$49,267	$50,253	$51,257	$52,283		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.117	$18.479	$18.849	$19.226	$19.610	$20.003	$20.403	$20.811	$21.227	$21.651	$22.085	$22.526	$22.977	$23.436	$23.905	$24.383	$24.871	$25.368	$25.876	$26.393		
	Construction Inspector	$37,683	$38,436	$39,206	$39,990	$40,789	$41,606	$42,438	$43,287	$44,152	$45,034	$45,937	$46,854	$47,792	$48,747	$49,722	$50,717	$51,732	$52,765	$53,822	$54,897		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$19.022	$19.402	$19.790	$20.186	$20.590	$21.002	$21.422	$21.850	$22.287	$22.733	$23.188	$23.651	$24.124	$24.607	$25.099	$25.601	$26.113	$26.635	$27.168	$27.711		
	Data Manager	$39,566	$40,356	$41,163	$41,987	$42,827	$43,684	$44,558	$45,448	$46,357	$47,285	$48,231	$49,194	$50,178	$51,183	$52,206	$53,250	$54,315	$55,401	$56,509	$57,639		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II (E)																						
	Planner (E)																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$19.973	$20.372	$20.780	$21.196	$21.619	$22.052	$22.493	$22.943	$23.402	$23.870	$24.347	$24.834	$25.331	$25.837	$26.354	$26.881	$27.419	$27.967	$28.526	$29.097		
	Building Maintenance Supervisor (E)	$41,544	$42,374	$43,222	$44,088	$44,968	$45,868	$46,785	$47,721	$48,676	$49,650	$50,642	$51,655	$52,688	$53,741	$54,816	$55,912	$57,032	$58,171	$59,334	$60,522		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
300	Fleet Maintenance Supervisor (E)	$20.972	$21.391	$21.819	$22.256	$22.701	$23.155	$23.618	$24.090	$24.572	$25.063	$25.565	$26.076	$26.598	$27.130	$27.672	$28.226	$28.790	$29.366	$29.953	$30.552	$31.163	$31.787
	Golf Course Professional (E)	$43,622	$44,493	$45,384	$46,292	$47,218	$48,162	$49,125	$50,107	$51,110	$52,131	$53,175	$54,238	$55,324	$56,430	$57,558	$58,710	$59,883	$61,081	$62,302	$63,548	$64,819	$66,117
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$22.021	$22.461	$22.911	$23.369	$23.836	$24.313	$24.799	$25.295	$25.801	$26.317	$26.843	$27.380	$27.928	$28.487	$29.056	$29.637	$30.230	$30.835	$31.451	$32.080	$32.722	$33.376
	Communications Technician Manager (E)	$45,804	$46,719	$47,655	$48,608	$49,579	$50,571	$51,582	$52,614	$53,666	$54,739	$55,833	$56,950	$58,090	$59,253	$60,436	$61,645	$62,878	$64,137	$65,418	$66,726	$68,062	$69,422
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	Assistant Director of Human Resources/Safety Manager (E)	$23.122	$23.584	$24.056	$24.537	$25.028	$25.529	$26.039	$26.560	$27.091	$27.633	$28.186	$28.749	$29.324	$29.911	$30.509	$31.119	$31.742	$32.376	$33.024	$33.684	$34.358	$35.045
	Athletic Facilites Superintendent (E)	$48,094	$49,055	$50,036	$51,037	$52,058	$53,100	$54,161	$55,245	$56,349	$57,477	$58,627	$59,798	$60,994	$62,215	$63,459	$64,728	$66,023	$67,342	$68,690	$70,063	$71,465	$72,894
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$24.279	$24.765	$25.260	$25.765	$26.280	$26.806	$27.342	$27.889	$28.447	$29.016	$29.596	$30.188	$30.792	$31.407	$32.036	$32.676	$33.330	$33.996	$34.676	$35.370	$36.077	$36.799
	Assistant City Prosecutor (E)	$50,500	$51,511	$52,541	$53,591	$54,662	$55,756	$56,871	$58,009	$59,170	$60,353	$61,560	$62,791	$64,047	$65,327	$66,635	$67,966	$69,326	$70,712	$72,126	$73,570	$75,040	$76,542
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager (E)	$25.493	$26.003	$26.523	$27.053	$27.594	$28.146	$28.709	$29.283	$29.869	$30.466	$31.076	$31.697	$32.331	$32.978	$33.637	$34.310	$34.996	$35.696	$36.410	$37.138	$37.881	$38.639
	Chief Building Official (E)	$53,025	$54,086	$55,168	$56,270	$57,396	$58,544	$59,715	$60,909	$62,128	$63,369	$64,638	$65,930	$67,248	$68,594	$69,965	$71,365	$72,792	$74,248	$75,733	$77,247	$78,792	$80,369
	City Prosecutor (E)																						
	Infrastructure Superintendent (E)																						
	Network Manager																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	Assistant City Attorney (E)	$26.767	$27.302	$27.848	$28.405	$28.973	$29.553	$30.144	$30.747	$31.362	$31.989	$32.629	$33.281	$33.947	$34.626	$35.318	$36.025	$36.745	$37.480	$38.230	$38.994	$39.774	$40.570
	Assistant Director of Health & Env/Epid Coordinator (E)	$55,675	$56,788	$57,924	$59,082	$60,264	$61,470	$62,700	$63,954	$65,233	$66,537	$67,868	$69,224	$70,610	$72,022	$73,461	$74,932	$76,430	$77,958	$79,518	$81,108	$82,730	$84,386
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$28.106	$28.668	$29.241	$29.826	$30.423	$31.031	$31.652	$32.285	$32.931	$33.589	$34.261	$34.946	$35.645	$36.358	$37.085	$37.827	$38.584	$39.355	$40.142	$40.945	$41.764	$42.599
	Assistant Finance Director (E)	$58,460	$59,629	$60,821	$62,038	$63,280	$64,544	$65,836	$67,153	$68,496	$69,865	$71,263	$72,688	$74,142	$75,625	$77,137	$78,680	$80,255	$81,858	$83,495	$85,166	$86,869	$88,606
370	* Human Resources Director/Risk Mgmt (E)	$32.534	$33.185	$33.848	$34.525	$35.216	$35.920	$36.639	$37.371	$38.119	$38.881	$39.659	$40.452	$41.261	$42.086	$42.928	$43.786	$44.662	$45.555	$46.467	$47.396	$48.344	$49.311
		$67,671	$69,025	$70,404	$71,812	$73,249	$74,714	$76,209	$77,732	$79,288	$80,872	$82,491	$84,140	$85,823	$87,539	$89,290	$91,075	$92,897	$94,754	$96,651	$98,584	$100,556	$102,567
380	Assistant Director of Public Works/Engineering (E)	$34.163	$34.846	$35.543	$36.254	$36.979	$37.719	$38.473	$39.243	$40.027	$40.828	$41.645	$42.477	$43.327	$44.193	$45.077	$45.979	$46.898	$47.836	$48.793	$49.769	$50.764	$51.780
	* Community Health Director (E)	$71,059	$72,480	$73,929	$75,408	$76,916	$78,456	$80,024	$81,625	$83,256	$84,922	$86,622	$88,352	$90,120	$91,921	$93,760	$95,636	$97,548	$99,499	$101,489	$103,520	$105,589	$107,702
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$35.870	$36.587	$37.319	$38.066	$38.827	$39.603	$40.395	$41.203	$42.027	$42.868	$43.725	$44.600	$45.492	$46.402	$47.330	$48.276	$49.242	$50.227	$51.231	$52.256	$53.301	$54.367
	* Finance Director (E)	$74,610	$76,101	$77,624	$79,177	$80,760	$82,374	$84,022	$85,702	$87,416	$89,165	$90,948	$92,768	$94,623	$96,516	$98,446	$100,414	$102,423	$104,472	$106,560	$108,692	$110,866	$113,083
410	* Assistant City Manager (E)	$39.546	$40.337	$41.144	$41.967	$42.806	$43.662	$44.535	$45.426	$46.334	$47.261	$48.206	$49.170	$50.154	$51.157	$52.180	$53.224	$54.288	$55.374	$56.481	$57.611	$58.763	$59.939
	* Public Works Director (E)	$82,256	$83,901	$85,580	$87,291	$89,036	$90,817	$92,633	$94,486	$96,375	$98,303	$100,268	$102,274	$104,320	$106,407	$108,534	$110,706	$112,919	$115,178	$117,480	$119,831	$122,227	$124,673
162	Firefighter Trainee	$11.1508	$11.4275	$11.7043	$11.9815	$12.2579	$12.5350	$12.8120	$13.0886	$13.3657	$13.6425	$13.9193	$14.1961	$14.4732	$14.7497	$15.0268	$15.3036	$15.5804	$15.8575	$16.1339	$16.4111		
		$32,471	$33,277	$34,083	$34,890	$35,695	$36,502	$37,309	$38,114	$38,921	$39,727	$40,533	$41,339	$42,146	$42,951	$43,758	$44,564	$45,370	$46,177	$46,982	$47,789		
172	Firefighter/EMT	$11.7370	$12.0292	$12.3201	$12.6113	$12.9030	$13.1947	$13.4852	$13.7777	$14.0687	$14.3600	$14.6517	$14.9430	$15.2350	$15.5260	$15.8170	$16.1090	$16.4002	$16.6910	$16.9833	$17.2742		
		$34,178	$35,029	$35,876	$36,724	$37,574	$38,423	$39,269	$40,121	$40,968	$41,816	$42,666	$43,514	$44,364	$45,212	$46,059	$46,909	$47,757	$48,604	$49,455	$50,302		
192	Fire Driver/Engineer	$13.0669	$13.3798	$13.6928	$14.0050	$14.3183	$14.6312	$14.9440	$15.2565	$15.5697	$15.8826	$16.1950	$16.5080	$16.8207	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6970	$19.0096		
		$38,051	$38,962	$39,873	$40,783	$41,695	$42,606	$43,517	$44,427	$45,339	$46,250	$47,160	$48,071	$48,982	$49,894	$50,804	$51,712	$52,623	$53,534	$54,446	$55,356		
312	Fire Captain	$15.7941	$16.1711	$16.5484	$16.9258	$17.3025	$17.6790	$18.0557	$18.4331	$18.8100	$19.1860	$19.5635	$19.9402	$20.3177	$20.6947	$21.0708	$21.4478	$21.8251	$22.2024	$22.5782	$22.9555	$23.3324	$23.7097
		$45,993	$47,090	$48,189	$49,288	$50,385	$51,481	$52,578	$53,677	$54,775	$55,870	$56,969	$58,066	$59,165	$60,263	$61,358	$62,456	$63,555	$64,653	$65,748	$66,846	$67,944	$69,043
342	Battalion Chief (E)	$26.647	$27.209	$27.769	$28.330	$28.890	$29.452	$30.012	$30.573	$31.134	$31.695	$32.255	$32.817	$33.377	$33.938	$34.499	$35.060	$35.620	$36.182	$36.741	$37.303	$37.863	$38.425
	Fire Marshal (E)	$55,426	$56,595	$57,760	$58,926	$60,091	$61,260	$62,425	$63,592	$64,759	$65,926	$67,090	$68,259	$69,424	$70,591	$71,758	$72,925	$74,090	$75,259	$76,421	$77,590	$78,755	$79,924
	Fire Training Chief (E)																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0370	$21.4368	$21.8383	$22.2383	$22.6391	$23.0395	$23.4406	$23.8403	$24.2418	$24.6418	$25.0426	$25.4427	$25.8441	$26.2438	$26.6453	$27.0453	$27.4461
		$55,425	$56,594	$57,759	$58,926	$60,092	$61,260	$62,424	$63,593	$64,758	$65,925	$67,091	$68,259	$69,423	$70,592	$71,757	$72,924	$74,089	$75,258	$76,422	$77,591	$78,756	$79,923
362	Deputy Fire Chief (E)	$30.429	$31.027	$31.624	$32.222	$32.819	$33.416	$34.013	$34.611	$35.208	$35.805	$36.403	$37.000	$37.596	$38.193	$38.791	$39.388	$39.986	$40.583	$41.180	$41.777	$42.375	$42.972
		$63,292	$64,536	$65,778	$67,022	$68,264	$69,505	$70,747	$71,991	$73,233	$74,474	$75,718	$76,960	$78,200	$79,441	$80,685	$81,927	$83,171	$84,413	$85,654	$86,896	$88,140	$89,382
402	* Fire Chief (E)	$38.162	$39.048	$39.934	$40.821	$41.707	$42.593	$43.479	$44.365	$45.251	$46.137	$47.024	$47.910	$48.796	$49.682	$50.567	$51.453	$52.339	$53.226	$54.112	$54.998	$55.885	$56.771
		$79,377	$81,220	$83,063	$84,908	$86,751	$88,593	$90,436	$92,279	$94,122	$95,965	$97,810	$99,653	$101,496	$103,339	$105,179	$107,022	$108,865	$110,710	$112,553	$114,396	$116,241	$118,084
166	Airport Police Officer	$15.442	$15.844	$16.245	$16.647	$17.047	$17.449	$17.850	$18.251	$18.653	$19.054	$19.455	$19.856	$20.258	$20.659	$21.060	$21.462	$21.863	$22.264	$22.666	$23.067		
	Police Officer Trainee	$32,119	$32,956	$33,790	$34,626	$35,458	$36,294	$37,128	$37,962	$38,798	$39,632	$40,466	$41,300	$42,137	$42,971	$43,805	$44,641	$45,475	$46,309	$47,145	$47,979		
196	Police Officer	$18.168	$18.640	$19.112	$19.584	$20.056	$20.528	$21.000	$21.472	$21.944	$22.417	$22.889	$23.361	$23.833	$24.305	$24.777	$25.249	$25.721	$26.192	$26.666	$27.138		
		$37,789	$38,771	$39,753	$40,735	$41,716	$42,698	$43,680	$44,662	$45,644	$46,627	$47,609	$48,591	$49,573	$50,554	$51,536	$52,518	$53,500	$54,479	$55,465	$56,447		
206	Police Corporal	$19.575	$20.066	$20.555	$21.045	$21.535	$22.024	$22.514	$23.004	$23.494	$23.983	$24.474	$24.963	$25.453	$25.943	$26.433	$26.922	$27.412	$27.902	$28.391	$28.881		
		$40,716	$41,737	$42,754	$43,774	$44,793	$45,810	$46,829	$47,848	$48,868	$49,885	$50,906	$51,923	$52,942	$53,961	$54,981	$55,998	$57,017	$58,036	$59,053	$60,072		
316	Police Sergeant	$22.021	$22.553	$23.085	$23.617	$24.149	$24.681	$25.213	$25.745	$26.277	$26.810	$27.342	$27.874	$28.406	$28.937	$29.469	$30.001	$30.533	$31.065	$31.597	$32.129	$32.661	$33.193
		$45,804	$46,910	$48,017	$49,123	$50,230	$51,336	$52,443	$53,550	$54,656	$55,765	$56,871	$57,978	$59,084	$60,189	$61,296	$62,402	$63,509	$64,615	$65,722	$66,828	$67,935	$69,041
346	Police Captain (E)	$28.526	$29.189	$29.853	$30.517	$31.180	$31.843	$32.507	$33.171	$33.835	$34.497	$35.161	$35.825	$36.489	$37.153	$37.815	$38.479	$39.143	$39.807	$40.469	$41.133	$41.797	$42.461
		$59,334	$60,713	$62,094	$63,475	$64,854	$66,233	$67,615	$68,996	$70,377	$71,754	$73,135	$74,516	$75,897	$77,278	$78,655	$80,036	$81,417	$82,799	$84,176	$85,557	$86,938	$88,319
366	Assistant Police Chief (E)	$29.284	$30.003	$30.722	$31.440	$32.159	$32.878	$33.596	$34.316	$35.034	$35.752	$36.472	$37.190	$37.908	$38.627	$39.346	$40.064	$40.783	$41.502	$42.220	$42.940	$43.658	$44.376
		$60,911	$62,406	$63,902	$65,395	$66,891	$68,386	$69,880	$71,377	$72,871	$74,364	$75,862	$77,355	$78,849	$80,344	$81,840	$83,333	$84,829	$86,324	$87,818	$89,315	$90,809	$92,302
406	* Police Chief (E)	$37.665	$38.574	$39.484	$40.394	$41.305	$42.213	$43.124	$44.034	$44.943	$45.853	$46.763	$47.672	$48.583	$49.492	$50.401	$51.312	$52.222	$53.131	$54.041	$54.951	$55.860	$56.771
		$78,343	$80,234	$82,127	$84,020	$85,914	$87,803	$89,698	$91,591	$93,481	$95,374	$97,267	$99,158	$101,053	$102,943	$104,834	$106,729	$108,622	$110,512	$112,405	$114,298	$116,189	$118,084

JOB DESCRIPTION
CITY OF JOPLIN
BREASTFEEDING PEER COUNSELOR COORDINATOR

TITLE: BREASTFEEDING PEER COUNSELOR COORDINATOR

DEPARTMENT: HEALTH

DESCRIPTION:

Under limited supervision, manages the Women, Infants & Children (WIC) Breastfeeding Peer Counselor (BFPC) Program at the local level.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.
- Must maintain confidentiality.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Develop goals and objectives for the local agency's (LA) peer counseling program.
- Implement policies and procedures designated by the state agency (SA) for the Breastfeeding Peer Counselor (BFPC) Program.
- Determine the peer counseling staffing needs.
- Recruit and interview potential peer counselors in alignment with program policies and standards.
- Provide orientation to new peer counselors immediately upon hiring and address local agency's (LA) policies and procedures.
- Ensure that Peer Counselor attends regional peer counselor training.
- Provide local training and in-services as needed.
- Shall provide orientation and follow up training to local Women, Infants & Children (WIC) staff using the Loving Support training curriculum provided by the state agency (SA).
- Approves or provides lesson plans for peer counselors that teach classes specific to breastfeeding and ensures that peer counselors present on information that is allowed within their scope of work.
- Provide ongoing support and guidance to peer counselor staff.
- Shall ensure the peer counselors keep all information confidential obtained from WIC pregnant women and breastfeeding mother. Refer to policy 8.1.010.
- Provide instructions on handling information obtained from WIC pregnant and breastfeeding mothers.
- Ensure that Peer Counselors sign the local agency (LA) confidentiality statement at the time of hire and annually thereafter (see handout #12A).
- Keep the signed confidentiality statements for monitoring purposes.
- Hold meetings with peer counselors regularly and include them in Women, Infants & Children (WIC) staff meetings as applicable.
- Collect and review documentation of records and data from peer counselors to prepare the monthly Program Activity Report.
- Monitor the program, including conducting spot checks.
- Complete monthly Peer Counselor Activity Report monthly and submit quarterly Peer Counselor Activity Report to Women, Infants & Children (WIC) State office.

- Consult with state agency (SA) staff to assess for ongoing improvements to the program that may be needed.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all-inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.
- Must attend all required training sessions provided by the state agency (SA).
- Annually participates in continuing education on breastfeeding.
- May oversee other areas such as nutritionist and other staff positions as needed

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relations with Women, Infants & Children (WIC) participants and team members and other health and social services department personnel as directed by his/her supervisor.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of program eligibility guidelines for the Women, Infants & Children (WIC) and other community health programs
- Skill in establishing and maintaining effective working relationships with Women, Infants & Children (WIC) and other health program participants, other City employees, and the public
- Skill in obtaining accurate test weights for Breastfeeding dyad.
- Skill in planning and organizing work assignments
- Ability to accurately record a progress note.

PHYSICAL REQUIREMENTS

- Requires long periods of sitting and or standing; must be mobile to such a degree that allows efficient and effective job-related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working;
- Must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

ENVIRONMENTAL ADAPTABILITY

- Ability and commitment to customer service.
- Ability to work under the close supervision of a Women, Infant & Children (WIC) Nutrition Coordinator
- Ability to maintain records and prepare reports.

GENERAL QUALIFICATIONS:

- Prefer candidates with one of the following credentials: Registered Dietitian (R.D.), Registered Nurse (R.N.), Nutritionist. Minimum requirements are: High school diploma or GED equivalent and at least two years full time clerical support work with International Board Certified Lactation Consult (I.B.C.L.C.) or other State-approved training in lactation management.
- Possess an understanding of the breastfeeding program management and promotion.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.
- Must have leadership skills and be able to teach and support peer counselors.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE MARCH 1, 2021

	REGULAR Part-Time Hourly	Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 11.017	$ 11.457	$ 11.915
555	Interpreter/Translator	$ 11.636	$ 12.101	$ 12.585

	SEASONAL Part -Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time Outside Service Attendant-Seasonal	$ 9.448	$ 9.825	$ 10.219
502	Clerk-Part-Time	$ 9.921	$ 10.318	$ 10.730
505	Recreation Instructor-Part-Time	$ 10.392	$ 10.807	$ 11.241
520	Laborer-Part-Time	$ 10.807	$ 11.241	$ 11.690
540	School Crossing Guard-Part-Time	$ 11.241	$ 11.690	$ 12.159
555	Police Reserve Officer-Part-Time	$ 11.636	$ 12.101	$ 12.585
560	School Crossing Guard Coordinator-Part-Time	$ 12.159	$ 12.644	$ 13.152
570	Engineering Aid-Part-Time	$ 13.215	$ 13.744	$ 14.294
580	Court Bailiff-Part-Time	$ 17.177	$ 17.864	$ 18.579
600	Cashier - Seasonal Lifeguard-Seasonal	$ 9.448	$ 9.825	$ 10.219
610	Pool Operator-Seasonal	$ 10.807	$ 11.241	$ 11.690
620	Athletic Coordinator-Seasonal Aquatic Supervisor-Seasonal Concessions Coordinator-Seasonal Day Camp Director-Seasonal Golf Lead Cashier-Seasonal	$ 11.690	$ 12.159	$ 12.645

COUNCIL BILL NO. 2021-505 ORDINANCE NO.

AN ORDINANCE approving the job description for Breastfeeding Peer Counselor Coordinator and the placement of the position within the Salary Administration Plan for the City of Joplin; and, containing an emergency clause.

WHEREAS, the City of Joplin Health Department requires a position that meets the requirements of the WIC grant; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and having received the favorable recommendation thereof.

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

Section 1. That the job description for Breastfeeding Peer Counselor Coordinator for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That placement of the Breastfeeding Peer Counselor Coordinator position will be a Range 130 within the Salary Administration Plan as set forth in Exhibit "A" and eliminating the Lead Peer Counselor position in Range 570 within the Salary Administration Plan for Part-Time Seasonals as set forth in Exhibit "B".

Section 3. That the City Manager is hereby authorized to establish this position in accordance with the attached for and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-402 - Construction Agreement between City of Joplin and G & G Construction Company, Inc. for the Senior Center-Meals on Wheels Zone Improvements Project

MEETING DATE
March 1, 2021

ORIGINATING DEPT
Planning, Development and Neighborhood Services

REVIEWED BY
Director of Planning, Development and Neighborhood Services: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project.

BACKGROUND
In June 2017, City Council approved a contract for the construction of a new Senior Center facility and site improvements, funded with CDBG-DR grant funds. After the completion of this project, in early 2019 City Council members were approached by Meals on Wheels volunteers with concerns that the loading/unloading zone on the east side of the facility was inadequate to meet the needs of the multiple volunteer drivers who participate in the Meals on Wheels program. Volunteers also stated that there is a need for additional loading/unloading parking spaces in this area, as well as a need for a canopy structure to shield the volunteers from inclement weather. In the time since these concerns were brought up, City staff has held multiple meetings with the Area Agency on Aging to develop a conceptual plan for improvements to this area. This conceptual plan included the relocation of the existing trash dumpster, the construction of new pavement to provide additional loading/unloading parking stalls, and the installation of a canopy structure over the loading/unloading area.

In March 2020, the City entered into an agreement with Olsson to provide design and construction management services for the improvements in this area. In accordance with the City of Joplin's procurement policies, a Request for Proposal for construction of the Senior Center-Meals on Wheels Zone Improvements project was advertised in the Joplin Globe on January 3, 2021, and bids were received by the City on February 18, 2021. Three proposals were received, with G & G Construction Company, Inc. selected as the lowest, most responsive bidder. The low bid was below engineers estimate. Work will begin after the contract is approved and signed and is to be completed by September 15, 2021.

FUNDING SOURCE
CDBG-DR Grant Funds

RECOMMENDATION

Staff recommends approval of Council Bill 2021-402, Construction Agreement between City of Joplin and G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50), for the Senior Center-Meals on Wheels Zone Improvements Project on first reading.

ATTACHMENTS

Council Bill 2021-402; Agreement; Bid Summary

AGREEMENT

CITY OF JOPLIN AND G & G CONSTRUCTION COMPANY, INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Senior Center-Meals On Wheels Zone Improvement Project
CDBG-DR Grant No. B-12-MT-29-0001

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by September 15, 2021.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

   The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

   City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

   Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. **Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

5. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. **Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects**: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

6.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its

property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. **Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of “residential structure” (as defined in 24 CFR 40.2) or the definition of “building” [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

23. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

24. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions

f. Proposal
g. Statement of Bidder's Qualifications
h. Contractor Past Performance Questionnaire
i. Performance Bond
j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying
o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens
q. Certificate of Contractor
r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50), said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor Conflict of Interest**. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

31. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

32. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

36. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

37. Statement that Project is Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. **Women and Minority Business:** The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

    Evidence of a "good faith effort" includes, but is not limited to:

    a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

    b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

    c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. **Civil Rights Act of 1968.** Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. **Section 3 of the Housing and Urban Development Act of 1968.**

    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

50. **Authorized Employees**. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

51. **Interest of Contractor and Employees**. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

52. **City of Joplin Conflict of Interest.**

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

    b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

54. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

55. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. **Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. **Occupational License.** The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

58. **Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

    a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. **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.

61. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

62. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

CONTRACTOR: G & G Construction Co., Inc.
641 E. Java Road
Carthage, MO 64836

By: _____

Printed Name:

Title:

Date:

APPROVED AS TO FORM

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____

Troy Bolander, Director of Planning, Development & Neighborhood Services

Date: _____

BID SUMMARY

PROJECT: Senior Center-Meals on Wheels Zone Improvements Project

DATE OF BID OPENING: February 18, 2021

CONTRACTOR	BID
G & G Construction Company, Inc.	$109,469.50
R.E. Smith Construction Company	$130,006.80
Branco Enterprises, Inc.	$226,860.00
Engineer's Estimate	**$132,250.00**

COUNCIL BILL NO. 2021-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, 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, or agreement in substantially similar form, by and on behalf of the City of Joplin with G & G Construction Company, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Planning, Development and Neighborhood Services and his certification to the effect to the Director of Finance, the consultant shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2021-402

I hereby certify that a sufficient amount is available in the CDBG-DR Fund to pay the amounts called for on the basis of the bids received by the City.

_____

Leslie Haase, Director of Finance

CCO Form: TP02
Approved: 09/97 (BDG)
Revised: 03/20 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATION GRANT AGREEMENT
FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into by the City of Joplin (hereinafter, "Grantee") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the parties have previously entered into a *Transportation Planning Consolidated Grant Agreement* (hereinafter, "Original Agreement") which was executed by the Grantee on September 23, 2020 and by the Commission on September 25, 2020; and

WHEREAS, the parties wish to amend the Agreement between the parties for:

- The continuation of Task 6, ADA Transition Plan Pedestrian Updates from the previous year
- The addition of Task 7, Aerial Phtography

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) CONTRACT PRICE AND PAYMENT: That paragraph (9)(A) of the Orignal Agreement, is deleted and replaced with:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) in the Orginal Agreement up to the maximum amount of $415,767 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(2) SCOPE OF SERVICES: Appendix A which was attached to the Orignal Agreement, is deleted and replaced with a revised scope of services which is attached to this Amendment as "Amended Appendix A".

(3) EFFECTIVE DATE: This Amendment shall be effective as soon as all parties have signed and shall cover approved work from the Unified Planning Work Program during FY 2021.

(4) ORIGINAL AGREEMENT: Except as amended, modified, or supplemented by this Amendment, terms and conditions of the Original Agreement and all prior amendments between the parties shall remain in full force and effect and the unaltered provisions of the Original Agreement and prior Amendments shall extend and apply to this First Amended Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date last written below.

Executed by the Grantee on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	GRANTEE
_____	By_____
Title_____	Title_____
Attest:	Attest:
_____	By_____
Secretary to the Commission	Title_____
Approved as to Form:	Approved as to Form:
_____	By_____
Commission Counsel	Title_____
	Ordinance Number _____

Amended Appendix A

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,607
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,404
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
ADA Sidewalk and Ramp Assessment	$ 80,000	$ -	$ 20,000	$ 100,000
Aerial Photography	$ 17,877	-	$ 4,470	$ 22,347
Total	$ 415,767	$ 68,282	$ 121,013	$ 605,062

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 415,767
5307 Funds	$ 68,282
Local Match	$ 121,013
Total Funds Allocated	$ 605,062

Task 6 – ADA Transition Plan Pedestrian Updates

Objective

To conduct an assessment of ADA compliance on City of Joplin sidewalks and ramps.

Current Status

The ADA sidewalk and ramp assessment was scheduled to be completed in FY 2020 but was significantly delayed due to COVID-19 restrictions. This amendment covers the remaining balance in the contract for services to complete the assessment.

Tasks Completed in FY 2020

Approximately 60% of the assessment was completed in FY 2020, including the data collection. Synthesis and analysis of data and final reporting will be completed in FY 2021.

FY 2021 Work Items

Complete ADA Sidewalk and Ramp assessment

Complete the ADA Transition plan update for pedestrian transportation system component of Joplin's ADA Transition Plan.

Update the JATSO Bicycle and Pedestrian Transportation Plan as needed.

FY 2021 End Products

Updated pedestrian transportation system component of ADA Transition Plans for Joplin

Final ADA Sidewalk and Ramp assessment presented to the JATSO Policy Board and Joplin City Council.

Updates to JATSO Bicycle and Pedestrian Transportation Plan approved by the JATSO Policy Board.

Schedule for Completion

This assessment will be completed in FY 2021.

Budget

Federal Share (80%): $80,000 Local Share (20%): $20,000 Total: $100,000

Task 7 – Aerial Photography

Objective

Maintain updated aerial photographs of the JATSO Metropolitan Planning Area.

Status

Aerial photographs were updated in FY 2018 and FY 2020. The final set of aerial photographs in this contract will be taken in FY 2022. The contract for services spans six years. This amendment will allow JATSO to pay for aerial photography services conducted in February 2020.

FY 2020 Work Items Completed

Updated aerial photographs in JATSO's GIS database.

FY 2021 Work Items

Pay invoice for work in February 2020.

FY 2021 End Products

None.

Schedule for Completion

The next update of JATSO's aerial photography in the GIS database will occur in FY 2022.

Budget

Federal Share (80%): 17,877 Local Share (20%): 4,470 Total: 22,347

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,607
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,404
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
ADA Sidewalk and Ramp Assessment	$ 80,000	$ -	$ 20,000	$ 100,000
Aerial Photography	$ 17,877	-	$ 4,470	$ 22,347
Total	$ 415,767	$ 68,282	$ 121,013	$ 605,062

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 415,767
5307 Funds	$ 68,282
Local Match	$ 121,013
Total Funds Allocated	$ 605,062

COUNCIL BILL NO. 2021-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of four hundred and fifteen thousand seven hundred and sixty seven dollars ($415,767) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020.

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

Section 3. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Seventeen Thousand Five Hundred Dollars and No Cents ($17,500.00).

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 _____, 2021, by a vote of_____.

_____
Ryan D. Stanley Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021- 403 - Consolidated Planning Grant Agreement

MEETING DATE:
March 1, 2021

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, City Manager- Nicholas Edwards

SUMMARY REQUEST:
This is an amendment to the Consolidated Planning Grant (CPG) agreement approved by the City Council on September 21, 2020. This amendment adds two additional items: aerial photography and the ADA assessment.

Delays caused by COVID-19 extended the timeline for completion of the ADA Sidewalk Assessment which is being partially funded with CPG funds. The remainder of the contract has been added to the Unified Planning Work Program (UPWP) to allow the City to be reimbursed by the Missouri Department of Transportation (MoDOT) for the rest of the project. The aerial photography contract spans six years and the City of Joplin pays Jasper County for those services annually. This addition to the UPWP allows the City to be reimbursed by MoDOT for 80% of aerial photography expenses.

The addition of these two projects increases the CPG agreement to four hundred and fifteen thousand seven hundred and sixty-seven dollars ($415,767). Attached are Amendment 1 to the FY 2021 UPWP and the Council Bill.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
This Council Bill includes a budget amendment for increased expenses. This grant is reimbursed at 80% by MoDOT and funded 20% by the Transportation Sales Tax.

RECOMMENDATIONS:
Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance

ATTACHMENTS:
CB 2021-403, 2021 UPWP Amendment 1, CPG agreement